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Presented by

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Minutes of the evidence
taken at the trial of
Warren Hastings
vol. 3

19784R



(1947)

Die Veneris, 1^o Martij 1795

THE Lords being in their Places, the House returned, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counsel for the Defendant they might proceed in his Defence.

Then Captain DAVID WILLIAMS was again called in, and further cross-examined, as follows :

Q. (by Managers.) How long was you stationed under Colonel Hannay in the District of Barraitch and Goruckpore?

A. I took the Command of my Battalion, I think, in March 1781, and I believe I quitted that Country some Time in October.

Q. Do you mean to say that you took the Command of your Battalion in that Country at that Time?

A. Yes.

Q. Where was your principal Station?

A. At Gungowah.

Q. Did you continue there during the whole Time of your Stay in that Country?

A. No.

Q. Where else were you stationed?

A. I went with Leave of Absence to Lucknow, as I before stated.

Q. How long did you stay upon that Leave of Absence?

A. I returned back to my Command on the First of September, I believe.

Q. Can you say when the Leave of Absence commenced?

A. I cannot exactly specify the Time.

Q. About what Time?

A. I think it must have been about the 16th or 17th of August; I cannot say exactly.

Q. Did you return to your Station at Gungowah till, or about the Time of the Insurrection?

A. I do not understand the Question.

Q. Did you return to your Station at Gungowah, in Goruckpore, before the Time of the Insurrection?

A. There were some Disturbances which I discovered upon my Return, particularly the Attack of the Post which was taken at Bully.

Q. What Time did you return?

A. The 1st or 2d of September.

Q. Had you any other Station during your Residence in the Country, excepting that of Gungowah, previous to the Insurrection?

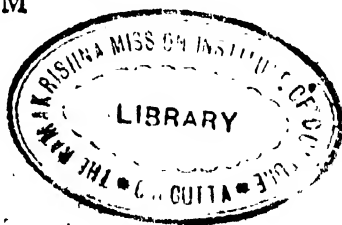
A. That was my fixed Station.

Q. How far was that Station from the Country of Mustapha Cawn;—from the usual Residence of Mustapha Cawn?

A. I cannot say exactly; it might have been about 200 Miles.

Q. During the Period of your Residence at Gungowah, had you any particular Knowledge of the Proceedings of Mustapha Cawn?

A. Colonel Hannay mentioned to me, when I took the Command, many Circumstances respecting Mustapha Cawn; such as his being a notorious Rebel, and that great Care should be taken of him; that I should give strict Charge to the Officer who commanded the Garrison at Goruckpore to take Care of him; and I think that I had a Letter from Ahlaud Sing, giving me Account of the Attack upon the Fort, that Mustapha Cawn had killed One of the Sepoys on his own Hand, when the Prisoners rose upon the Guard.



(1948)

Q. Whether, during your Residence at Gungowah, previous to the Insurrection, you knew any Thing of the Proceedings of Mustapha Cawn?

A. I knew that he was a Rebel, at least it was reported so to me.

Q. Could you answer the Question?

A. I really do not know, but my Knowledge wish to do it.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk, as follows :

Q. Whether, during your Residence at Gungowah, previous to the Insurrection, you knew any Thing of the Proceedings of Mustapha Cawn?

A. I know nothing but from the Accounts that I received.

Q. Did you receive any Accounts from Colonel Hannay previous to the Time of the Insurrection?

A. I was in the Habit of continually receiving Instructions and Orders from Colonel Hannay previous to the Insurrection.

Q. About him?

A. Not him particularly, I believe;—I cannot say exactly respecting him, what Number of Letters passed between Colonel Hannay and me during the Space of Time.

Q. You know nothing then of your own Knowledge or Observation concerning Mustapha Cawn, previous to the Time of the Insurrection?

A. Of my own personal Knowledge, I certainly do not.

Q. Upon what Grounds have you thought proper to call the Followers of Mustapha Cawn his Banditti, when you had no Knowledge of his Proceedings, nor any Observation of your own concerning them?

A. In order to do that, I must state the Accounts which I have heard respecting Mustapha Cawn: I had Accounts from the Rajah of Binjah, who was with me, and whose local Situation near Namparra would enable him to know almost every Thing respecting Mustapha Cawn; he mentioned to me that Mustapha Cawn was originally a Trooper in the Time of the Father of Shujah Dowlah Suffer Jung.—I am stating the Accounts I have heard respecting Mustapha Cawn.

Q. The Question is not concerning the Pedigree of Mustapha Cawn, but upon what Grounds you have called the Followers of Mustapha Cawn a Banditti?

A. I am stating it.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk as follows :

Q. Upon what Grounds have you thought proper to call the Followers of Mustapha Cawn his Banditti, when you had no Knowledge of his Proceedings, nor any Observation of your own concerning them?

A. I have stated he was a Trooper, and afterwards created a Rajah; that he was confined at Fyzabad. I think he escaped, it was in the Beginning of the Year 1773, that he corrupted the Guards that were over him, and seduced them by Promises of Reward to permit him to escape: That they did so, and went off with him to Namparra to receive the promised Rewards;—in Hopes of receiving the promised Rewards. Mustapha Cawn cut off all their Heads, to the Number of Fifty. He from that Period was in Rebellion till he was taken, I believe, some Time in 1780. I am only stating now what he mentioned to me. When I was at Lucknow in the Year 1779, the Nabob sent his own Body Guard, under Captain Mordaunt, and Lieut. Polhill, against Mustapha Cawn, who was then armed, and in Rebellion, and therefore I called them Banditti. He was heading a Party of Rebels, of notorious Rebels, from every Quarter I could get Intelligence from, he had been in the continual Habit of making incursions upon the Nabob's District, and plundering and murdering the Nabob's Subjects.

The Managers for the Commons objected to the Answer.

Q. Whether this Account, which you have heard, was that Mustapha Cawn was in Prison, or not?

A. If I thought proper, I think I might refuse answering the Question concerning Mustapha Cawn, because, as one Part of the Charge against Mr. Hannay, my Conduct respecting Mustapha Cawn is introduced; I have not availed myself of the Question, but have readily answered to the Questions thought proper to be put by the Honble. Managers.

Q. Do you not know that that Charge stood against you, under the Article of One of your own Officers, sworn, when he was at Lucknow, before Sir James Speyer?

A. The only Thing stated, I believe, as far as my Memory serves me, in that Affidavit is, that Muttapha Cawn had been executed agreeably to my Order, and that a Proclamation had been made through the Town by my Orders, that Persons who had been guilty of the same Crime should suffer the same Punishment. I do not believe there is a Word more in that Affidavit about Muttapha Cawn.

Q. Whether, previously to the Confinement of Mustapha Cawn, any Thing came to your Knowledge concerning the Conduct and Proceedings of Mustapha Cawn?

A. I really cannot say when Multapha Cawn was confined; he was confined previous to my coming into the Country.

Q. Then this Account that you received of him was subsequent to his Imprisonment?

A. Part of it was, and the other Part, respecting Captain Mordaunt, was when I was at Lucknow.

Q. Whether Mustapha Cawn was not a Man of great Power and Influence in that Country? whether he was made a Rajah by Creation, or possessed it by Descent?

A. I understood from the Accounts I received in the Country, that Mustapha Cawn had at Times headed a large Body of Rebels; I call them by that Epithet, which I think they de-

Q. Do you know any Thing at all relative to the Nature and Quality of the Troops which Muttapha Cawn commanded?

I believe Colonel Hannay, in One of his Letters to me, terms Mustapha Cawa a murderous and desperate Villain.

Whether or no the Words used by Colonel Hannay, with regard to him, were not these, and only, "that he has often raised Seven and Ten thousand Horse and Foot?"

I believe that was stated, or something to that Effect, in One of Colonel Hannay's

Q. Is that the Expression in Colonel Hannay's Letter,—Aye or No?

That is a Part; but if the Honble. Manager will read after—

Q Have you that Letter to produce?

A. That Letter is not in my Possession; it was laid upon the Table of the House of Com.

Q. Have you delivered to the House of Commons all your Correspondence with Colonel Hann upon your Oath?

A. I delivered to the House of Commons the Letters I received, respecting Mustapha Cawn.

Q Have you delivered over all your Correspondence with Colonel Hannay, or have you any part of it now in your Possession?

I certainly did not deliver over all my Correspondence during the Time I was in that Country. There was a great Mass of Correspondence between us.

Have you any Objection, that that Correspondence which you laid before the House of Commons, should be produced?

And have none, for my own Part.

Q Have you any Objection to produce your whole Correspondence with Colonel Hannay, and not your garbled Correspondence?

that is a strong expression. I did not garble it. I delivered over to the House of Commons that related to the Subject that was before the House.

How long did you stay at Goruckpore, at the Time of putting the Rajah Mustapha Cawn

I cannot exactly recollect the Dates. I think I arrived about the 20th, and I believe left about the 4th or 5th of October.

Whether you have not heard that Colonel Hannay had sworn "that Perwannas really bore no pretence to be, from the Vizier himself, were sent to the insurgent Rajahs whom you mentioned, namely, Zalm Sing, Genoo Roy, Ajeet Sing, Purtypaul Sing, Futteh Saw, and others, promising to them, if they rose upon the English, the Restoration to their Hereditary Zemindaries?"

I do not recollect I heard any Thing from Colonel Hannay respecting such a Perwanna, and since I have been in England, I cannot say exactly, something of that Tendency.

Whether you was not at Lucknow with Colonel Hannay when Colonel Hannay made

A. I was certainly at Lucknow, but not with Colonel Hannay, when he made that Affidavit.

(1950)

Q. Were you not both at Lucknow upon the 26th of November?

A. I believe so.

Q. Then how came you to make a very detailed Narrative as you made upon Oath, on the 26th of November, at Lucknow, so recently after the Transaction of all your Proceedings in Goruckpore, wholly to omit all Mention whatsoever of so material a Fact as the cutting off the Head of the Rajah Mustapha Cawn?

A. When I made the Affidavit at Lucknow, I made it at the House of Colonel Martine. I stated in that Narrative such Events as occurred to me at that Moment, and, in that Narrative, I was anxious to state the Difficulties, particularly that I myself had encountered, and the perilous Situation in which I stood, and which prevented my proceeding to Benares. I had before acquainted Colonel Hannay of the Execution of Mustapha Cawn officially, therefore I did not think it was a material Point to introduce into an Affidavit, the professed Object of which, was to shew how far Cheat Sing's Influence extended to the Creation of Disturbances in Goruckpore and Barratch.

Q. Why did you not state in that Affidavit the Difficulty that occasioned you to put the Rajah Mustapha Cawn to death, without any Form or Process?

A. I think I have answered that already.

Q. Why did you say nothing in that Affidavit about your being stopped at Baunsey, by Persons in Arms, declaring that the Relentment of that putting to death, and killing of Mustapha Cawn, or some other Rajah, was One of the Causes of their rising?

A. I never stated that I was stopped at Baunsey.

The Managers for the Commons desired the Question and Answer might be read:

The same were accordingly read by the Clerk.

Q. Do you know the Reason why Colonel Hannay, in his long Affidavit, has taken no Notice of the Order he gave to you, to put the Rajah Mustapha Cawn to death, or of any Report or Return which you made to him upon that Subject?

A. I really cannot tell Colonel Hannay's Reasons; he never communicated them to me.

Q. Whether Colonel Hannay was not in close and confidential Correspondence and Communication with you?

A. If it is meant, that I was in the Habits of Friendship with Colonel Hannay at that Time, it was certainly the Reverse of it, we were not upon good Terms.

Q. Whether Colonel Hannay had not the Collection of the Revenues in that Province?

A. I certainly did not know, while I was in that Country, that Colonel Hannay had any Thing to do with the Revenue.

Q. Do you believe he had?

A. I have said that Colonel Hannay, when I was in the Country, told me he had nothing to do with it.

Q. Do you believe the Collection of the Revenue was substantially in Colonel Hannay's Hands?

A. I believed so afterwards, from reading a Paper which stated Col. Hannay had acknowledged he had: I believe I saw it long after I left the Country.

Q. Do you know how many Months Pay the Troops were in Arrear at the Time of the Mutiny?

A. I do not strictly recollect, but many Months.

Q. When did you receive any Money to pay those Troops, and what Money did you receive?

A. I believe during the Time that I was in that Country, I think only One Month's Pay; but I am not certain.

Q. Through whose Hands did you receive it?

A. Really I cannot speak whether it was from Colonel Hannay, or Mr. Wombwell; my Pay Accounts were kept with Mr. Wombwell as Paymaster, and I rather think that that Money was sent from Lucknow; I cannot tell.

Q. At the Time of the Mutiny, you say you received but One Month's Pay?

A. I think not, to the best of my Recollection now.

Q. Then you borrowed the other Two Months Pay which you paid them?

A. I mentioned before, that there were only Two Companies with me at the Time of the Mutiny, and that a Month's Pay had been received for the Whole Battalion; and, in order to quiet the Mutineers, I paid those Two Companies Three Months Pay, out of the Pay for the Rest of the Battalion.

Q. How

(1951)

Q. How long before the Mutiny did you receive this Pay?

A. The Money, I believe, came to Gungowah during my Absence at Lucknow. I think so.

Q. So you found it at Gungowah?

A. The Pay was in Charge of my Moonshy or Secretary when I arrived at Gungowah?

Q. Why, having a Month's Pay for the Whole Battalion so long in your Hands, you left the Two Companies without any Pay for so considerable a Time, and until they mutinied?

A. The Lapse of Time I believe was only a few Days.

Q. Why did you delay it till they mutinied, as you knew that many Months Pay had been due to them?

A. I really cannot state the actual Reasons that weighed in my Mind at that Time; but the probable Reason was, that I did not think it prudent to pay them till they had crossed the Ganges, but that I gave them Subsistence Money in the mean Time; because often when Troops are ordered upon Service in that Country, considerable Desertions take Place, and if I had paid them the Whole of their Arrears there, it might have increased that Kind of Desertion which frequently happens,

Q. Do you know when the Account of all these Transactions, including the putting to Death the Rajah Mustapha Cawn in the Manner you before stated, came to the Ears of Mr. Hastings, Mr. Hastings caused any Inquiry to be made into your Conduct by a Court Martial or otherwise?

A. I do not know whether they came to the Ears of Mr. Hastings or not, I cannot say. The Nabob was the Person, if I had done any Thing wrong, who would naturally have complained of any Acts of Injustice of mine. I saw the Nabob at Lucknow upon my Return from my Command, and if I had done any Thing wrong, he would naturally have made a Complaint to the British Government against me, to the Governor General and Council: The Nabob sent me Thanks for my Conduct in the Goruckpore Country, and for the Protection that I yielded to a great Number of his Subjects who accompanied me to Lucknow.

Q. Whether you have not Reason to believe that the whole Mass of Affidavits sworn before Sir Elijah Impey upon his Affidavit Circuit, were transmitted to Mr. Hastings, and by him sent to the Court of Directors?

A. I have heard it so stated; I cannot speak to my own Knowledge of it; but I have heard it.

Q. Do you not know, or have you been credibly informed, that the Nabob made Complaints against Colonel Hannay, and the Officers under his Command, and against British Officers in general serving in his Dominions?

A. I can only speak with respect to myself; he never made any Complaints against me, to my Knowledge.

Question repeated

A. It is impossible to remember all I have read respecting India Matters; I possibly may have read it, but I do not know there was such a Complaint made.

Q. Have you any Reason to know or believe that the Nabob had any Copies of those Affidavits delivered to him, or any Communication of the Transaction?

A. I really do not know whether they were sent to him or not.

Q. Do you believe that they were, as you was there at the Time?

A. I cannot speak to that as a Matter of Fact; but as to my Belief, I think it was natural that he should.

Q. Do you recollect the exact Time when you found the Persian Letter you have produced?

A. I really cannot state the exact Time; I believe it was a few Days previous to my Examination in the House of Commons.

Q. You said you did not find it yourself; was you in the Room when it was found?

A. I certainly was in the Room with Captain Broome. I carried all the Persian Papers that I found to Captain Broome, and laid them upon the Table for his Examination.

Q. Where did you take these Papers from, which you carried in a Heap to Capt. Broome?

A. They were in a Trunk of mine, with other Papers.

Q. Had that Trunk been constantly in your Possession from the Time you left India?

A. In my Possession? I really cannot exactly understand what is meant.

Q. Was it a Trunk containing Papers only, and which had not been opened till the Time you and Captain Broome examined the Contents of them?

A. The Trunk contained Clothes, and other Articles, which I brought up from the Court.

Q. Did it contain other Letters and Correspondence respecting Matters that had happened during your Command in India?

A. I really do not recollect what the Contents of them were exactly, but Captain Broome mentioned, that that particular Letter, as he conceived, respected the Transactions in Goruckpore:—That was the only Paper that he found among them.

Q. Are you positive there was no Cover to the Letter when it was found?

A. Captain Broome, who examined the Papers, told me at the Time, that he could not find the Cover.

Q. Have you any Recollection of having seen or observed this Letter at any Time while you were in India?

A. No; I really have not any Recollection of it at all.

Q. You have stated that you supposed it to be One of the intercepted Letters?

A. Yes; I stated that I conceived it was One of the intercepted Letters, from its mentioning Ajeet Sing, and others who were hostile to me. Upon that alone I conceived it was One of those Letters?

Q. Have you any other intercepted Letters?

A. Not to my Knowledge.

Q. Do you suppose that all the other intercepted Letters were either lost or destroyed?

A. I really do suppose so from my having given all the Persian Papers in my Possession to the Inspection of Captain Broome; I could not read them myself.

Q. Do you remember to have stated, that many of those other intercepted Letters were of much more Consequence, and tended much more strongly to impeach the Begums, than the Letter you have now produced?

A. Certainly there were.

Q. You have stated that you caused some of those intercepted Letters to be destroyed, what induced you to do so?

A. I gave Orders to my Moonshy, who kept my Persian Papers, to destroy any intercepted Letters that might fall into the Hands of the Enemy.

Q. When did you give this Order?

A. It was a general Order that I gave after my Return from Lucknow to my Station, when the Insurrection at Benares happened, before I set off for Gungowah.

Q. Do you mean, during the Insurrection, when you was yourself in Danger with your Corps?

A. Yes.

Q. Did not these intercepted Letters contain Communications and Intelligence, as you have stated, respecting the Sedition and Rebellion they were supposed to be encouraging?

A. Whose Sedition?

Q. The Begums?

A. Yes.

Q. Who were the Enemy into whose Hands you were apprehensive of those Letters falling?

A. Into the Hands of the Persons they were directed to, or into the Hands of the People that were hostile to us at that Time.

Q. Upon what Grounds were you apprehensive that any Danger could arise to the English, from the Communication between those supposed Rebels falling into their own Hands?

A. I certainly apprehended Danger to myself, because my Baggage was frequently attacked, and liable to be carried off, and that I should have more to oppose me in my March, if those Letters should reach the Persons they were directed to, or fall into their Hands. I am stating these as the probable Reasons; for really, at this Period of Time, I cannot state exactly what was my Motive at that Time to do any particular Act; every Day a Change of Circumstances took Place; it might change daily and hourly from the Variety of Intelligence I received; therefore it is impossible for me here to tell exactly what was my Motive at that Time for every Part of my Military Transactions.

Q. Have you no Recollection how this particular Letter came to be preserved?

A. I certainly have not; I think it was by mere Chance.

Q. You said you ordered all these intercepted Letters to be destroyed, lest they should reach their Destination, and that the Enemy should be encouraged by their Contents to collect a larger force; did you, at that Juncture, destroy all your Correspondence in general?

A. Does the Question mean the Persian Correspondence?

Q. All Letters which you received at that Period? or did you retain any of them amongst your Baggage?

A. I certainly retained English Letters, Orders.

(1953)

Q. Did you retain no English Letters, but mere Orders ?

A. I dare say. I think so. There might have been private Letters and Correspondence. A great Part of my Letters, Maps, Plans, and others, were left at Gungowah, and many Letters were destroyed by me at Lucknow; and I do not believe that I should have had any single Paper now in my Possession, respecting any Thing that passed in that Country, had it not been for Major Gilpin, who was examined at this Bar.

Q. What was the Period at which you conceived yourself to have been in the greatest Danger, and when you thought it most necessary to destroy any Correspondence which might have increased that Danger ?

A. I conceived myself to be in constant Danger of Attacks, from the Time of my Troops Mutinying, and during the whole of my March, till I joined Colonel Hannay.

Q. Give the Dates of that Time ?

A. From about the 4th or 5th of September, to the 24th of October.

Q. Do you recollect precisely, during that Period, to have received a Number of Letters from Colonel Hannay and Mr. William Blane ?

A. I did receive a Number of Letters from Colonel Hannay, and from Mr. Blane, who occasionally acted as his Secretary.

Q. Do you recollect whether or no the general Tendency of those Letters was to state the Affairs of the Company's Forces in those Parts as in the most desperate Situation, and to give the greatest Encouragement to the Enemies of the English ?

A. Those Letters stated, the Tendency of them principally went, that I should march with all possible Expedition to Colonel Hannay's Assistance, who was in great Distress.

Q. Whether, throughout that Correspondence, there were not Circumstances stated to you by Colonel Hannay, calculated, if those Letters had fallen into the Hands of the Enemy, to encourage them to attack you, and convince them that you could have no Hope of being assisted by Colonel Hannay ?

A. I was convinced those Letters could be of no Service or Diservice, the English Letters; because I believe now, and believed then, that there was no Person in that Country who could have read them; therefore there could be no possible Danger of their doing Mischief.

Q. Then you state, upon your Oath, that you believe there is no Danger of an English intercepted Letter, falling into the Hands of the Enemy upon Account of the Impossibility of their being made able to understand them ?

A. I did not say Impossibility; I said Improbability.

Q. Have you never heard of the People called Moonshys ?

A. Yes, certainly.

Q. What Language did your own Moonshy speak, besides Persian ?

A. He spoke the common Moorish Language of the Country; and I believe he did not understand One Word of English, at least I understood so from himself—I am speaking of my own Moonshy.

Q. Do you mean to say that about the Persons of the principal Chiefs of the Country, or at the Begum's Court, there was no Person capable of conveying the Meaning of an English Letter ?

A. I cannot say what there was about the Begum's Court; there was no English Person there to my Knowledge at the Time.

Q. Was not there an English Factory established at Taundeh ?

A. I do not think it was an English Factory; it was a private Factory of Mr. Scott's, not upon the Part of the English Government; I understood so; I never was at Taundeh.

Q. Then you did not destroy the Correspondence of Col. Hannay and Mr. Blane, but preserved it through all the Dangers of the March, merely upon Account of the Improbability of its being understood by the Enemy, had it fallen into their Hands ?

A. I really cannot say at this Distance of Time, but that I might have destroyed many of Col. Hannay's Letters, for his Letters were mere small Strips of Paper conveyed in Quills, Wax, and in the Soles of the Shoes, and in various other Manners.

Q. Do you recollect the Correspondence you delivered at the Bar of the House of Commons between Col. Hannay, Mr. Blane, and yourself ?

A. I really cannot repeat or recollect exactly the Letters which I delivered in at the Bar of the House of Commons Two Years ago, and which I have had no Access to since.

Q. Do you recollect that the first Letter, and the first Passage of that Correspondence, begins thus; "You no Doubt, have heard of Gordon's Disaster, and I am happy to hear you are safe in Gornakpore?"

A. Yes.

Q. Do

(1954)

Q. Do you recollect that the Date of the first Letter was the 11th of September, and the last the 5th of October.

The Witness (looking at a Paper) said,

A. The last Letter I see here, is the 5th of October.

Q. You have stated, that you made constant Communications to Col. Hannay of your Situation, and of the Reports which had reached you; do you recollect that, by the Letter of the 17th of September, Colonel Hannay appears not to have heard from you, nor to have known where you were?

A. It appears by that Letter that he was not certain whether I was at Goruckpore, or not.

Q. Do you recollect this Passage in that same Letter of the 17th—'Unacquainted as I am with the Circumstances you may be under, I cannot pretend to give you Directions what to do; I shall therefore depend upon your own Prudence and Conduct, which I doubt not will lead you to do right; and to keep in your Mind that while we maintain Possession of the Kella of Goruckpore, and you are able to maintain your Post at Gungowah, there will be little Doubt, but as soon as the present Ferment is over, Things will be restored to their usual Channel, and a Communication with Patna opened;'—Do you recollect that?

A. Yes.

Q. Was not the Communication often shut between the different Detachments of British Troops, and many Letters intercepted on both Sides?

A. The Communication was certainly very precarious and uncertain, many of my Hircarras were murdered in conveying Letters, and it was a very difficult Matter to convey Intelligence.

Q. Do you not perceive, by the Passage before quoted from Colonel Hannay's Letter, that on the 17th of September Colonel Hannay did not receive those circumstantial Accounts which you may have written to him, accompanied with the Detail of the Reports, which you before stated to have constantly communicated to your Commanding Officer?

A. By this Letter it certainly appears that Col. Hannay did not know exactly at what Place or in what Predicament I then stood.

Q. Does it not appear that he could not have received the Letters sent to him?

A. Certainly he complains of not receiving Intelligence.

Q. Does it not appear that the Letters which you had before stated to have written to Col. Hannay had miscarried?

A. It certainly does so appear.

Q. Have you ever heard upon what Day the Treaty of Chunar was signed?

A. I really do not know; I may have heard it, but I cannot say, for I do not know at this Instant upon what Day it was executed.

Q. Did you never hear that it was, upon the 19th of September?

A. I really cannot say; it is possible I might, or I might not.

Q. That it was signed on the 19th of September, and negotiated on the Three preceding Days?

A. I really do not recollect, I was not near the Place where the Treaty was made, and I did not concern myself directly or indirectly about it.

Q. Did you ever hear in India that any Communications made by you to Col. Hannay at that Period, and afterwards communicated to Mr. Hastings, had influenced the Conduct of Mr. Hastings in signing that Paper?

A. I really do not know any Thing about it; I cannot say whether it influenced Mr. Hastings.

Q. The Question is if you ever heard it?

A. I really cannot charge my Memory.

Q. Did you never hear that that Treaty of the 19th of September contained an Order for the Confiscation of the Begum's Jaghire?

A. I believe I can state that I never saw the Treaty, nor do I know any Thing at all of its Contents.

Q. What are your Reasons for supposing that the intercepted Persian Letter, or supposed intercepted Persian Letter, was written by or addressed to any Person in the Interest of the Begum?

A. I have no other Reason than what I have before stated.

Q. Have you read Mr. Halhed's Translation of the Letter attentively?

A. I looked it over, and the only Part that made it appear to my Mind, it was an intercepted Letter, was its mentioning the Names of Ajcet Sing, I think, and others, who were hostile at that Time.

Q. Have you compared this Translation with the Purport of the Letter as Rated by Mr. Broome to you, and delivered by you at the Bar of the House of Commons?

A. I have not compared them, but I think they differ.

Q. You

(1955)

Q. You have said, that the Mention of Ajeet Sing is the only Circumstance which has led you to believe there was Matter in this Letter which appeared to criminate the Begum ?

A. I did not say so ; I said that was the only Reason that made me think it was one of the intercepted Letters, one of the Letters that were written at that Time.

Q. Is there any Circumstance in the Letter which appears to you to warrant a Conclusion that it was written by an Agent, or addressed to an Agent, of the Begums ?

A. There is nothing that I know of ; I deliver this as a Matter of Opinion, not as a Matter of Fact.

Q. Is it the single Circumstance of its mentioning Ajeet Sing that leads you to think it was written by an Agent of the Begums, or addressed to an Agent of the Begums ?

A. I really cannot say.

Q. What is the Ground of your Opinion that it is written by an Agent, or to an Agent of the Begums ?

A. I have already mentioned that I have no Ground except that the Letter was one of the Letters intercepted.

Q. (by a Lord.) Have you said that it was a Letter written from an Agent, or to an Agent of the Begums ?

A. No, I have not.

Q. (by the Managers.) Do you mean to say you never gave an Opinion, either in this Examination, or in any other Place, that this Letter was a Letter written by or addressed to any Agent of the Begum, or that it tended in any Degree to support the Suspicions against her ?

A. I have stated that, but in another Place ; but it was upon the Ground of the Translation given by Captain Broome, not upon any other.

Q. You mentioned that Ajeet Sing was in Hostilities, and employed by her ?

A. He was in Hostilities certainly.

The following Questions before put to the Witness, and his Answers to the same, were ordered to be read.

The same were accordingly read by the Clerk ; viz. (a)

Q. Do you know any of the Persons named in that Letter ?

A. Rajah Ajeet Sing.

Q. Was that Man Rajah Ajeet Sing the Brother of Suban Sing ?

A. Yes.

Q. Was that the Person who acted hostilely against the English at that Period ?

A. Rajah Ajeet Sing and Suban Sing I conceived to be hostile to the English.

Q. Is there any other Person that you immediately recollect ?

A. No.

Q. Whether it appears that the Troops mentioned in the Letter were brought to support Ajeet Sing, or to oppose him ?

A. There is one Part of the Letter written to Ajeet Sing, that he should be gratified with a Troop of 500 faithful.

The Witness said,

I certainly did not mean that ; I meant some Part of the Letter mentioned Ajeet Sing.

The Clerk proceeded to read, as follows :

That some Part of the Letter mentioned, that Ajeet Sing should be gratified with a Troop of 500 faithful.

The Witness said,

No, that is not exactly what I meant ; it was this :—That the Contents of that Letter mentions the Name of Ajeet Sing, who was hostile at that Period ; that was the Reason in my Mind, to make me think that it was an intercepted Letter.

Then the Clerk proceeded to read, as follows :

Q. Whether, if it was written by an Officer of the Nabob, Ajeet Sing was not bound to obey such an Order coming from the Nabob ?

A. I should suppose so ; Ajeet Sing was not in the Nabob's Service, but he was a Subject of the Nabob.

(a) Vide supra, Page 1932—3.

‘ Q. Was he not in the Nabob’s Service ?

‘ A. He was not in the Service of the Nabob.

‘ Q. Whether, if this Letter was written by an Officer of the Nabob, raising Troops by the Nabob’s Orders, for the Purpose of assisting the English, and if Ajeet Sing had been previously indisposed to the English, this Offer of gratifying him with the Command of a Troop was not a probable Method of inducing him to assist the Nabob’s Government ?

‘ The Counsel for the Defendant objected to the Question.

‘ Q. Upon what Grounds have you stated, or will you now state, that this Letter was one of the intercepted Letters in India ?

‘ A. I ground it upon the Names of those People being introduced into the Letter, who were hostile to me at that Time, and mentioning the Names of Places which I was acquainted with, and Towns ;—and this Letter was found amongst some Persian Papers which were packed up when I came to England ; and I did not know, till I came to England, of my having any Papers particularly respecting any Thing that passed in Goruckpore ; I therefore desired Captain Broom to examine them, and he produced this Letter from among them, as the only one.

‘ Q. Whether you recollect or know how it came, that the Cover of the Letter, containing the Address of the Person to whom it was written, and by whom it was written, was lost ?

‘ A. I did not know I had such a Letter, as I only found it accidentally.

‘ Q. Do you know that it ever had a Cover ?

‘ A. I cannot say, but doubtless it must have had a Cover : It was written upon Business.

‘ Q. Had it a Cover when you found it in the Trunk ?

‘ A. Captain Broome found it.

The Managers for the Commons were informed, that it did not appear that Captain Williams had given an Opinion who the Letter came from.

The Witness said,

I formed the Opinion I formerly gave from Captain Broome’s Translation ; ~~he was~~ not upon Oath.

Q. Whether, since you have seen the Translation upon Oath, you adhere to the Purpose with which you delivered in the Letter to the House of Commons ; and do you now retain that Opinion ?

A. I desired Captain Broome to make a Translation of the Letter ; and conceiving it was a correct one, for I could not say from the Letter itself, whether it was or not, I formed my Opinion that it was a Letter from one of the Begum’s Agents ; but by this Letter now produced, I cannot say that it fully warrants that Conclusion.

Q. Do you think it warrants it at all ?

A. It warrants my Opinion no further than that from the Name of Ajeet Sing, and others, who were hostile to me, it might be so : But I cannot say from the Translation any Thing further upon the Subject ; it is Matter of Opinion ; I cannot say it was a Letter from the Begum’s Agents, or to them.

Then the following Question and Answer in a former Part of the Examination of the Witness this Day were read by the Clerk.

‘ Q. Is there any Circumstance in the Letter which appears to you to warrant the Conclusion, that it was written by an Agent, or addressed to an Agent, of the Begum. (a)

‘ A. There is nothing, that I know of ; I deliver this as a Matter of Opinion, not as a Matter of Fact.

Then the Witness was asked,

Q. Whether or no the Disaffection of the Rajahs was partial, or very general, throughout the Country in which you commanded ?

A. It was very general ; I met with only Two instances of Persons who were disposed to aid and assist us.

Q. Whether you have observed this Passage in this Persian Letter. ‘ It is ordered, that I should charge Mediporee, and the other enrolled Sepoys belonging to my District, to take Bonds from them, that none of them go for Service to the Rajahs.’

A. I have.

Q. What Rajahs could be here referred to ?

A. I really cannot say what Rajahs.

(a) Vide supra, Page 1955.

(1957)

Q. Which do you imagine? That they were the only Two Rajahs who were neutral, or some of the general Class of Rajahs who were so universally disaffected?

A. There is such an Ambiguity in the Letter altogether, that I really cannot say: I really cannot give a clear Opinion, which could be satisfactory; for every Part of it militates with another, many Parts of it.

Q. Were the Two Rajahs you have mentioned in Arms?

A. One was Bridge Bookam, who joined me with a considerable Force about the 7th or 8th of October; the other was the Rannee of Baunsey.

Q. Look again at the Letter, and say whether the Words "The taking Bonds from these Men," means that they should not go to the disaffected Rajahs, or means they should not go to the Rannee of Baunsey, or Bridge Bookam?

A. There is One Part of the Letter which would lead me to think that it might possibly be to the disaffected Rajahs; viz. "I have written to Rajah Ajeet Sing, Brother of Suban Sing, that he should be gratified with a Troop of 500 Peons, and a Number of Nudjeebs." This Paragraph makes me think, but it is an Opinion, and mere Matter of Opinion, that it might be written by the Begum's Agent to some Person in that Country.

Q. Do you think the Word 'Rajahs' could refer to a Rajah and a Rannee?

A. Certainly not.

Q. Then, as you have stated that there was but One Rajah and One Rannee not disaffected to the English, and as you state it is impossible it could refer to them, whether it must not of Necessity refer to the disaffected Rajahs?

A. There is such a Contradiction in the Letter, that I really cannot give any decided Opinion upon it.

The Managers for the Commons desired the last Question and Answer might be read.

The same were accordingly read by the Clerk.

Q. Then give a more decided Opinion?

No Answer.

Q. As you have stated it could not possibly refer to the only Two Powers who were not disaffected to us, if the Passage referred to any Rajahs, it must not refer to those who were disaffected?

No Answer.

Q. (by a Lord) Whether the general Disaffection you speak of among the Rajahs extended to all the Vizier's Provinces, or to that District where you were quartered?—Was it general throughout all the Provinces belonging to the Vizier?

A. I confine myself solely to the Districts in which I was quartered, and to the adjoining ones. I did not hear that the Whole of the Nabob's Country was in a State of Rebellion.

Q. Do you not conceive that this intercepted Letter which mentions Ajeet Sing, must not relate to those Districts? And whether every Place named in the Letter was not within those Districts?

A. I think certainly; it mentioned a particular Spot called Owdhoolee.—Owdhoolee was certainly in the District, and I believe the others.

Q. (by Counsel.) As far as you know, were they not all in the District?

A. I think that they were; but I am not certain.

The Managers for the Commons desired that the following Question before put to the Witness, and to which he had not answered, might be read.

The same was accordingly read by the Clerk.

Q. As you have stated that it could not possibly refer to the only Two Powers who were not disaffected to us, if the Passage referred to any Rajahs, it must not refer to those who were disaffected?

A. I really cannot give a clear Answer—I can give no Opinion upon it—it might certainly be referred to those Rajahs.

Q. Could it possibly be to any others?

A. As I stated before, there is One Part that induces me to believe and to think it was written to the disaffected Rajahs, the First Paragraph.

Q. Do you know whether the Begums had any Commanders in Provinces or Districts, who were at the Head of regular Corps of Sepoys?

A. The Begums had a Corps of Sepoys at Fyzabad; a Body of Men: I mean by Sepoys, Men dressed in the English Uniform.

Q. Had they Commanders in other Provinces or Districts, who had regular enrolled Sepoys belonging to their District?

A. No, not that I know of.

Q. Then, must not the Passage which directs Medoporee to collect the enrolled Sepoys belonging to his District, refer to any Commander of the Begum?

The Counsel for the Defendant objected to the Question.

Q. Were not the Sepoys in the Nabob's Service, and in our Service, at that Period, generally refusing to march without Pay?

A. What Sepoys?

Q. The Sepoys particularly under your Command, and generally throughout your District?

A. I can only speak as to those under my own immediate Command,—that my Detachment had refused to march to Benares.

Q. Did you not hear that the same was the Case with Colonel Hannay, Gordon, and Mr. Donald?

A. No, I never heard that those Sepoys refused to march with those Gentlemen; I believe they had marched.

Q. Have you not observed this Passage of the Letter:—"As at this Time the Wind is contrary, the Sepoys will not - - - - - without travelling Charges?"

A. I must once more advance, that the Letter altogether is such a Mass of Confusion, that I cannot make any one Thing of it; I can hardly give any Opinion, with all the Knowledge I have of the Country.

Q. Did either Mr. Halhed or Mr. Broome ever suggest to you, that this Description of Sepoys, who would not march without travelling Charges, could refer to the People in Insurrection?

A. I had no Conversation with Mr. Halhed at all upon the Subject; as to the Contents of Captain Broome's, I have not seen it lately, nor read it at least for some Time.

Q. Have you observed that Passage which states, "the People are badly inclined?"

A. Yes.

Q. Have you observed this Passage, "By the Grace of God, the unalterable Glory shall be—," then there is a Blot, since filled up with "Established—"?

A. Yes.

Q. To what do you conceive the Words, "unalterable Glory," to refer?

A. I really cannot tell, there is no Meaning in it, that I know of.

Q. You have observed, that in the Passage before quoted, respecting certain Rajahs, it mentions Ajeet Sing should be gratified with a Troop of 500 faithful and Nudjeeb Men, to his own great Honour and Advantage, and that whatever he should write in Answer should be immediately communicated. Did you ever hear in India, that Rajah Ajeet Sing had received any Offer of this Sort, and whether or not he considered it as a Gratification to induce him to forego his Disaffection to the English?

A. I never heard it.

Q. Have you any Knowledge of what Answer the Rajah returned?

A. I never heard of such an Offer being made.

Q. Whether the Rajah Ajeet Sing, being a Subject, as stated by you, of the Nabob's, if he had then been well affected, and in the Service of the Nabob, would not have been ordered to assist the Nabob, without such Order being accompanied with any Proposal of Gratification?

A. Certainly, I think so.

Q. Now, whether, upon considering all these Passages which have been suggested to your Observation, you are not in your Conscience convinced that this Letter was not, and could not have been written by any Agent, or addressed to any Agent, of the Begums?

A. I really cannot give a decided Opinion, whether it was or was not, for I can draw no Conclusion from this Letter, either one Way or the other, that would be satisfactory to my own Mind, for one Part of it militates with the other, so that I cannot give a clear Opinion upon it.

Q. (by a Lord.) Whether, according to your Acquaintance with Indian Writings, the Word "Faithful," does not always mean Musselman?

A. It is applied in that Manner, I believe, "the Faithful, the Followers of the Faithful."

Q. It has been stated, that a Body of 500 Horse was offered; was that Offer for the Purpose of Seduction, in your Opinion?

A. I cannot say whether it was, or no.

Q. Whether, if the Nabob, who was the Sovereign of the Country, had written to him as Sovereign of the Province, and wanted his Service, he would not have spoken to him in another Style?

A. I think, if the Nabob had sent an Order, he would have written in a plain and distinct Style, without any Breaks or Omissions.

Q. (by

Q. (*by the Managers*). Had you any Reason to know, by any possible Means, that the Begums had 500 Horse to offer to any Body?

A. I cannot say, of my own Knowledge, that they had.

Q. Do you not know that they had no such Force?

A. No, really; I cannot say they had no such Force: When I was at Fyzabad, I think in February 1781, I was there a considerable Time, I heard that they had Horse in their Service, but I never saw them.—Horse and Foot.

Q. (*by a Lord*.) Was the Key of that Trunk which contained the Remains of your Persian Correspondence, and various other Effects, kept constantly by you yourself, or was it occasionally trusted to other Hands?

A. The Key of that Trunk has been doubtless often out of my Possession, and in the Possession of my Servants in the Course of their necessary Attendance upon me, as my Linen was kept there.

Q. (*by Managers*.) You have deposed respecting an intercepted Letter of Jewar Ally Cawn, did you see the Seal of that Letter?

A. I saw the Letter, the Cover and the Seal upon it.

Q. What Reason had you to suppose that was the Seal and Signature of Jewar Ally Cawn?

A. My Moonshy told me so.

Q. On your own Knowledge you cannot assert it was his Seal, but only from the Report of your Moonshy?

A. No; certainly not.

Q. Did you ever see any intercepted Letter directly from the Begum;—any Letter or Order or Perwanna pretended to be directed from either of the Begums?

A. I rather think not: There were a great Number of Letters passed at the Time—I was in the Country—I cannot recollect the whole of them, or the Purport of them.

Q. Did you ever see Two Affidavits of Colonel Hannay; the One made before Sir Elijah Impey at Lucknow in November, and the other before Mr. Hastings at Benares in December?

A. I possibly might have seen them in the Benares Narrative, but the Contents of the Book I cannot recollect.

Q. Do you recollect to have observed in One of those Affidavits, that Colonel Hannay states at length the Intelligence he had received from Captain Gordon?

A. I really have not perused Colonel Hannay's Affidavits for a long Time, and I cannot say what is contained in them exactly.

Q. Then you have not observed, that in neither of those Affidavits, does Colonel Hannay mention your Name, or his having received any Intelligence from you?

A. How can I speak to the Contents of Affidavits which I have already stated I have not perused for a long Time?

Q. Did not your own Affidavit, made at Lucknow, contain the Whole which you then recollected respecting the Transactions which had recently passed in the Provinces where you had been?

A. The Affidavit I made at Lucknow contained all such Matters as then immediately occurred to me upon the Subject for which it was made; there might have been many Circumstances that happened in the Country that were not inserted in it; but I inserted all that occurred to me at that Moment respecting Cheit Sing, and the Influence of Cheit Sing.

Q. You have stated various Reports which you received from the Beginning of September to the Middle of October; did you not receive various false Reports as well as those which you seem now to think were well founded?

A. I cannot say;—there were many Reports brought to me by Hircarras, and a great Variety of other Reports that did not prove to be afterwards true.

Q. Whether you can state, from your own Knowledge, and not from Hearsay or Report, any One Fact which tends to criminate the Begums, or to prove any One Act of Disaffection upon their Part towards the English?

A. I have stated the Fact that I myself believe from the Reports of the different Officers to me. There was nothing I could prove myself as a Fact that the Begums were hostile, or what they did at Fyzabad at that Period, because I was then at so great a Distance, 100 Miles;—but the Reports officially made to me by the different Officers of my Detachments being cut off, and the Perwannas and Lettas which the Officers intercepted, left not a Doubt in my Mind that the Begums were exceedingly active in granting Aid to Cheit Sing, and creating Disturbances in that Country; and I never heard, while I was in India, that any Body doubted of the Disaffection of the Begums; I never heard it from any Body.

(1960)

The Counsel for the Defendant desired the last Question and Answer might be read.
The same were accordingly read by the Clerk.

Q. (by Counsel.) There is something you mean to correct?

A. Yes—I mean to say “In the Country where I was.”

Q. Were those Letters and Perwannas, which left no Doubt in your Mind of the Hostilities of the Begums, among the intercepted Papers which you directed to be destroyed?

A. The Letters which the Officers intercepted at different Periods, particularly the One of Bidjoo Sing, the Officers did not deliver to me: They did not deliver to me any intercepted Letters before they joined me.

Q. Then the Officers destroyed those Perwannas and Letters without Authority, and without shewing them to their commanding Officers?

A. I cannot say what they did with them.

Q. But they never brought them to you?

A. Not as I recollect; they might; at so distant a Period as 11 Years it is impossible for a Mind more attentive than mine to speak particularly to all Facts that passed.

Q. Then in those Cases where they did bring those Perwannas and Letters to you, you directed them to be destroyed?

A. I cannot say that they did bring me Letters or Perwannas.

Q. The Fact however is, that they were all lost or destroyed?

A. I believe so; I know nothing about what the native Officers did.

Q. Whether it is consistent with the Discipline of the British Army in India, or the Practice of the British Army in India, that when an inferior Officer intercepts Perwannas or Letters of so important a Nature, as those stated to contain Proofs of Rebellion and Hostilities on the Part of Persons of such Consequence as the Begums of Oude, that such Officers should destroy them, or do what they pleased with them without Orders, or Communication with their commanding Officers?

A. I cannot say positively whether it is customary; but I myself communicated the Contents or the Purport of the intercepted Letters and Perwannas to my immediate commanding Officer Colonel Hannay, and my sole Reason for destroying the Letters was upon Account of my own Safety; and if I had not been in that perilous Situation, I probably should have kept the original Letters, and have transmitted them to my commanding Officer.

Q. When did you communicate the Contents of the Letters which did come to your Hands to Colonel Hannay?

A. From Time to Time as I received them, possibly; I think so.

Q. You have said that you destroyed them on account of your own personal Apprehension, and that of the Troops under your Command, should your Baggage have been attacked, and the Letters have fallen into the Hands of the Enemy;—whether, if you communicated the Contents of those Letters, from Time to Time as you received them, to Colonel Hannay, there was not much greater Danger that such Contents should come to the Knowledge of the Enemy, you having yourself stated that there never was any safe Communication between yourself and Colonel Hannay, and that your Messengers were frequently seized and murdered?

A. I communicated in as short and in as concise a Manner as I could, the Purport of the Intelligence that I received as often as I could; I was not apprehensive that my Correspondence with Colonel Hannay, which was in English, if it had fallen into the Hands of the Enemy, could have operated to my Disadvantage.

Q. Did you never reprimand any of your inferior Officers for not having preserved any of these important Papers?

A. No; I really did not; nor am I at this Moment certain whether these Officers may not now be possessed of them, for I never called upon any of those Officers, when the Affidavits were made at Lucknow, to produce any Documents at all respecting the Begums; for I understood then that the Begum was not the Object of Inquiry, but Cheit Sing, and not a Word was mentioned to me respecting the Begum at that Time.

Q. At the Time you refer to?

A. At the Time of making the Affidavits, or before or after.

Q. You are understood to say that neither at the Time of making the Affidavits, or before or after making the Affidavits, you ever understood the Begums to be the Object of Inquiry, but Cheit Sing?

A. I certainly did not during the Time that I then staid at Lucknow, which was two or three Months, I cannot say exactly how long.

Q. Do

Q. Do you not think it extraordinary, that such dangerous and notorious Acts of Hostility, as you have before stated the Begums to have been generally reported to have committed against the English, should remain uninquired into?

A. When I was at Lucknow, immediately upon my Arrival at Lucknow with Colonel Hannay, I waited upon the Resident, and stated to him every Particular respecting the Begums, that was fresh in my Memory at the Time, by Way of Complaint against them.

Q. Whether you yourself was ever blamed for not having preserved any of those important Papers, which you now state to have left no Doubt in your Mind of the Guilt of the Begum?

A. I was not.

Q. Did not you take some Prisoners between the Beginning of September and the Middle of October?

A. I really cannot recollect.

Q. Did never a single Man fall into your Hands, who appeared to have been enlisted for the Begums, or to have been in their Cause against the English?

A. I do not recollect any.

Q. Did you ever hear of any Party of English being attacked by the Begums Troops, in any Place or District belonging to the Begums?

A. I heard certainly from Major Nailor, and the Officers who were with him when he marched to the Relief of Colonel Hannay, that there were a considerable Body of the Begums Troops who attacked him near Byrom Gaut, previous to his crossing the Gogra.

Q. Do you mean that Colonel Nailor ever stated them to be the Begums Troops?

A. He told me so.

Q. Whether Colonel Hannay's Orders to you for the Execution of Mustapha Cawn, were not conditional, that is, in case you apprehended a Rescue?

A. Some of his Letters were conditional, and others peremptory.

Q. Was there any Attempt made to rescue him?

A. There was a Body of Men, by the Intelligence I received at that Time, within a short Distance of Goruckpore, whose professed Object was to release him.

Q. What Number were this Body of Men supposed to consist of?

A. About 800, or between 700 or 800, or about 1,000, I cannot state the Number exactly; but a large Body.

Q. Had not you then joined Ahlaud Sing?

A. I was encamped upon the Rastee, at a small Distance from the Fort of Goruckpore. Ahlaud Sing was in the Fort, and commanded in the Fort till it was abandoned.

Q. What Force had Ahlaud Sing with him at that Time?

A. I think it was about 50 Men.

Q. Had not Ahlaud Sing just before repulsed a Body of 6,000 Men, as stated by himself and by you, who had come to the Fort for the Purpose of rescuing the Burgomauls?

A. He defended that Fort, and they did not get Possession of the Fort; and certainly, by the judicious Management and Promptitude of Mind of a Zemindar, who gave out that the Whole Regiment was coming to the Relief of the Place, which induced the Soldiers to abandon it; they were Panic struck.

Q. What Force had you with you, independent of Ahlaud Sing's?

A. I cannot exactly recollect the Number of Men; there were a good many Companies.

Q. Did you not bring with you some Prisoners, Two in particular whom you was directed to bring?

A. There were Two that I conducted to Colonel Hannay, who had been confined there for a Deficiency of Revenue.

Q. Do you not then think, that after the dispersing of the 6,000 Men by Ahlaud Sing and his 50 Men, that you had Force sufficient with you to have conducted Mustapha Cawn, as well as the other Two Prisoners, without any Apprehension of a Rescue from the 800 Troops reported to be near you, and so that you might have avoided putting that Rajah to Death?

A. I certainly, at the Time, deemed it hazardous in the Extreme, to have attempted to have carried Mustapha Cawn away, because it was not the 800 Men alone, there were some Thousands of Men about us during the Route from Goruckpore, a great many Bodies of Troops, under different rebellious Rajahs, who were ready to oppose us. The Country which our Route lay through, which I marched through, was principally through Forests, where there were rapid Rivers to cross. I believe, in the Distance from Goruckpore to Sacora, I had not fewer than Twenty Rivers and Nullas to cross, without any Boats upon them but Two: I was obliged myself, having no other European Officer with me, to construct Bridges over those Rivers, for the Officers were
•unacquainted

unacquainted with that. I was constantly obliged to order the Troops to lay upon their Arms, and I had, I believe, upwards of 2,000 of the Nabob's Subjects under my Protection, which were a great Incumbrance to my March, and which I could not, upon Account of supplying them with Provisions, and protecting them, during the Attacks from the Natives, proceed with so fast.

Q. As you took other Prisoners; what was your particular Reason for not taking Mustapha Cawn?

A. The other Prisoners were not Military Men; One of them had formerly been, I believe, the Dewan of Colonel Hannay; I could have no great Apprehensions from him; and the other was not a Military Man.

Q. Was your Apprehension, an Apprehension of the personal Prowess of this Military Man, Mustapha Cawn?

A. No, certainly, not as to his personal Prowess; but I was apprehensive he would be rescued, being a Man of considerable Military Talents, and whom, from the Intelligence I could then obtain, the Rebels, who were hostile to me, wanted to place as their Leader.

Q. Did any Part of the Country, through which you passed, belong to the Rajah Mustapha Cawn?

A. My March did not lay far from the Country where Mustapha Cawn had formerly resided.

Q. How near was it to the Country of the Rannee of Baunsey?

A. As near as I can recollect about 100 Miles; it might be more.

Q. How near did your March lay to Baunsey?

A. I encamped within about a Mile, or somewhere thereabouts.

Q. Did you not state, that the Rajah's Country was at least 100 Miles distant from Baunsey?

A. I did not say, or at least I did not mean to say, that the Rajah had a Country, but that the Place of his Residence was Namparra, in which he and his Banditti, or Rebels, generally resided, as I understood, for I never was there. This is the Account I received; and that it was situated in the Middle of a Forest.

Q. Was the Habitation, which you have been speaking of, where he resided with his Banditti, 100 Miles from Baunsey?

A. It was at Namparra, which is 100 Miles from Baunsey.

Q. Then what is the Country belonging to the Rajah Mustapha Cawn, that you must have passed in your March to Baunsey?

A. I mean the District of Namparra; it is a small District, in the Middle of a Forest, as it was described to me, for I never was there; I never saw it.

Then the following Questions, above put to the Witness, and his Answers, were read by the Clerk.

Q. How near was it to the Country of the Rannee of Baunsey?

A. As near as I can recollect about 100 Miles; it might be more.

Q. How near did your March lay to Baunsey?

A. I encamped within about a Mile, or somewhere thereabouts.

Q. Did you not state the Rajah's Country was at least 100 Miles distant from Baunsey?

A. I did not say, or at least I did not mean to say, that the Rajah had a Country, but that the Place of his Residence was Namparra, in which he and his Banditti, or Rebels, generally resided, as I understood, for I never was there. This is the Account I received; and that it was situated in the Middle of a Forest.

Then the Witness was asked,

Q. Whether you ever went nearer to the Residence of the Rajah, in the Course of your March, or to any Part of his Country, than Baunsey?

A. I went as near, as I recollect, within about 14 or 15 Miles of Namparra; my Route lay near it.

Q. What do you mean by the Country he formerly possessed?

A. I mean the Place where Mustapha Cawn had resided, and from whence he used to make Incursions to plunder the Nabob's Country.

Q. Had the Rajah Mustapha Cawn been frequently and long in the Neighbourhood of Baunsey, in those Incursions?

A. I really cannot say; but his Incursions, as I understood and heard, lay in a Circle about Namparra, for a very considerable Extent: Barraitch, and Bulrampoor, I think Colonel Hannay mentioned to me, and he used to come down to Goonda, as far as Goonda.

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The Managers for the Commons desired the last Question and Answer might be read.

The same were accordingly read by the Clerk.

Q. Under these Circumstances, might not the Rannee have called Mustapha Cawn, as she is said to have called him, "our Rajah?"

A. The Rannee never said any Thing about Mustapha Cawn.

Q. Had you not received Directions, or the Opinion of Colonel Hannay, that the letting out of the Prisoners would remove every Temptation of Attack of the Fort of Goruckpore?

A. There was a Letter; at what Period I do not exactly recollect.

Q. Will you say that the Confinement of all these Prisoners in the Fort of Goruckpore, was not the real Cause of the Insurrection there, and not any Machinations of the Begums?

A. No, I do not think the Insurrection was caused by the Confinement of those People; because they had been confined there from the Time that I arrived first in the Country, and no Insurrection took Place then.

Q. Then you differ from Colonel Hannay, and do not think the Release of the Prisoners would have quieted the Country?

A. No, certainly.

Q. (by a Lord) When you transmitted to your superior Officer the Substance of the Intelligence contained in those Letters which were intercepted by the Native Officers under your Command, did you content yourself with the verbal Relation of those Officers, or did you, or your Secretary or Interpreter, inspect the Letters themselves?

A. I certainly did not give any Directions to my Moonshy, to inspect them particularly; I contented myself with a verbal Relation.

Q. (by a Lord.) You say you did not understand the Persian Language yourself, but employed your Moonshy to translate it: Had you any Occasion, at any Time during your Employment of the Moonshy, to suspect him of Infidelity, by giving you false Intelligence: Did you not find, as far as you could judge, that his Information was always faithful?

A. I never discovered that he betrayed me, or gave me any false Intelligence; he was not a Native of that Country; he was a Native of Patna, and recommended to me by Colonel Fullerton.

Q. Did you ever discover, in your Interpreter, any Enmity or Aversion to the Eunuchs or Begums?

A. I did not.

Q. As far as you are able to judge from the Interpretation of your Moonshy, are not the Seals of all Persian Letters inscribed with Persian Characters, or are they not made with some particular Mark, descriptive of the Writer?

A. There are certainly Seals with Persian Inscriptions of the Name or the Title; they are authenticated by the Seal in general.

Q. Is it, or is it not, Part of the Business or Occupation of the Moonshy to understand and know the Seals of the great Persons of the Country where the Moonshy resides?

A. Certainly; I should conceive the Moonshy must know the Seals of Letters that were written when he saw them.

Q. (by a Lord). Did you say there was a Seal of Jewar or Bahar Ali Cawn, to One of the Letters that you intercepted?

A. There was; my Moonshy explained to me, that the Letter, which I intercepted at the Ghaut upon the Raptee, had the Seal of Jewar Ali Cawn upon it.

Q. Did you ever know, of your own Knowledge, or discover or hear from others, that your Moonshy Interpreter had any Interest in deceiving you?

A. I never heard that he had, and I never discovered it myself; I always found him faithful.

Q. Nor ever suspected him?

A. No.

Q. You say you sent the Contents of the Persian Letters to Colonel Hannay, in English; would it or would it not have been safe to have sent the original Letters in Persian?

A. I really think it would not, for those Papers were bulky, and could not have been sent in that Manner. I transmitted Scraps of Paper only as Intelligence to Colonel Hannay: I have stated already the Manner how that Communication with Colonel Hannay was kept open.

(1964)

Q. Were all the Reports made by the Officers who made Reports to you as their superior Officer, verbal or in Writing?

A. Some were verbal, and some in Writing.

Q. Were not some of the Officers under your Command removed at some Distance from you?

A. Some were, and some were not.

Q. You said the Report of the Disaffection of the Begums was very general?

A. Yes.

Q. Whether it was so very general as to induce you to think, or not to think, whether it might be a Question hereafter, whether such Disaffection did exist?

A. I never could have conceived there would have been a Doubt of it.

Then several Papers were shewn by the Managers for the Commons to the Witnesses.

The Witnesses said,

I believe the Letters shewn me are Colonel Hannay's.

Q. (by the Managers.) Whether you did not bring or call upon your native Officers at Lucknow to depose all they knew upon the Subject?

A. The Order I gave respecting these Affidavits was to my Commandant, to direct the Officers to go before Sir Elijah Impey, to make Affidavits of such Facts as they knew.

Q. Was your Moonshy One of them?

A. My Moonshy, I believe, went there.

Q. What is your Moonshy's Name?

A. I cannot recollect all the Names; I believe it was Mahomed Moraud, but I am not certain.

Q. Whether any of the Matters you have just now stated concerning the Seal of Jewar Ally Cawn have ever been communicated to him to answer it?

A. Not that I know of.

Q. Whether you have not stated that One of the Soldiers under your Command was murdered at Fyzabad?

A. It was mentioned to me that he was.

Q. Did you afterwards charge the Begum or her Eunuchs with that Fact, so as to obtain any Satisfaction upon the Subject?

A. I certainly stated that Fact, and a Number of others, to Colonel Hannay and the Resident at Lucknow, and not to the Begums.

The Managers for the Commons desired the last Question and Answer might be read.

The same were accordingly read by the Clerk.

Then a small Paper was shewn to the Witnesses, and he was asked,

Q. Whether, when you talked of bulky Papers you could not carry with you, whether they are not of the Nature of this?

A. Some of them.

Q. Whether or not Letters intended to be conveyed secretly in that Country upon Business are not even less than this?

A. They might be less, or greater.

Q. Did you not carry with you a great deal of valuable Baggage, and of a heavy Nature?

A. No, really I abandoned the greatest Part of my heavy Baggage, for the Sake of the Nabob's Guns.

Q. Had not you a strong Guard with you?

A. I had.

Q. (by Counsel.) Did you see the Person upon whom the intercepted Letter of the 30th of September was taken?

A. I did; it was brought to my Tent in the Evening.

Q. Did you ask him where he came from, and by whom he was sent?

A. I really cannot recollect exactly what passed, what Conversation passed, but I presume that I did ask him that Question.

(1965)

Q. Do you recollect whom he said he came from?

A. I really cannot positively say.

Q. Did he say where he came from?

A. I cannot recollect.

Q. (by a Lord.) You said One of the Sepoys was killed at Fyzabad: Was the proper Application for Redrefs to the Begums and her Eunuchs, or to the Resident?

A. The proper Channel of Redrefs I should conceive was through the Resident, and the only proper Channel I could employ.

Q. Did you say you made that Application?

A. Yes.

Q. When.

A. Immediately upon my Arrival at Lucknow, the very Day.

Then the House adjourned to the Chamber of Parliament.

(1967)

Die Saturni, 2^o Martij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said;

“ I am, by Command of the House, desired to inform the Honourable Managers, and you Gentlemen who are of Counsel for the Defendant, that they observe with great Concern a Deviation from the strict Line of Examination, which, though intended for Expedition, is more frequently productive of Delay; and therefore it is the Resolution of the House, that a more strict Course of Examination should be observed; and that while the Party producing the Evidence is in the Course of putting Questions to the Witness, there should be no Questions interposed on the other Side, but it should be reserved for Cross-examination; and also that, except when an Objection is taken, any Matter that is Comment or Observation should be avoided.—When the Party producing the Evidence has finished what they have examined him to, they will then state to the House that the Examination is closed in Chief:—The like Course must be observed with respect to the Cross-Examination, and the Examination in Reply. The Lords will have the Goodness, after the Examination is closed by the Parties, to put such Questions as occur to them, and to reserve such Questions as may have occurred in the Course of the Cross-Examination till the Examination is so closed by the Parties.—Gentlemen, you, who are of Counsel for the Defendant, may now proceed in his Defence.”

The Counsel for the Defendant informed the House, that they now proposed to call Lieutenant Thomas Shuldham.

Accordingly Lieutenant THOMAS SHULDAM was called in; and, being sworn, was examined as follows:

Q. Was you at Cawnpore in the latter End of the Month of August in the Year 1781?

A I arrived at Cawnpore the latter End of August, and remained there till the Beginning of October 1781.

Q. While you were at Cawnpore, had Intelligence arrived of the Insurrection at Benares?

A. I think it had.

Q. Was there any general Report with regard to the Conduct of the Begums as to that Insurrection?

The Managers for the Commons objected to the Question.

The Question was ordered to be read.

The same was accordingly read by the Clerk.

The Managers for the Commons were informed that the Question was proper to be put.

The Witness said,

A. The Disaffection of the Begums was universally believed in the same Manner as it is universally believed in this Country, that there exists a Party coalesced to destroy the happy Constitution. The People of England have no legal Evidence to establish the Fact, but the Notoriety of it has been deemed sufficient Proof to produce Associations in different Counties to resist the Danger. As well might the People doubt the treacherous Designs of these People, as those who were in the Nabob's Country could doubt the Disaffection of the Begums.

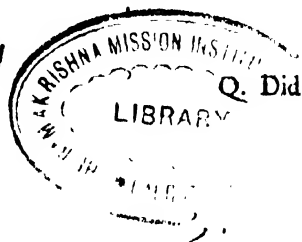
The Counsel for the Defendant requested that the Question and Answer might be read.

The same were accordingly read by the Clerk.

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19, 784

19, 784



Q. Did you ever hear it doubted while you continued in India?

A. I never did, until my Return to England; I believed it then, and I still believe it.

Q. At what Time did you arrive at Fyzabad?

A. I speak from my Memory alone; I cannot be correct as to Dates; I think some Time in January.

Q. In what Year?

A. In January 1782.

Q. Did you then see Bahar or Jewar Ally Cawn?

A. The Eunuchs Bahar and Jewar Ally Cawn were confined in a Tent in our Camp. I have frequently been in with them, but never heard them complain of any ill Treatment.—They were attended by their own Servants, and, in my Opinion, had every Indulgence they could expect. Upon our leaving Fyzabad, they were, I think, delivered to the late Major Nailor, and their Irons taken off. I saw the Smith in the Act of taking off the Irons of One of them; which of them I do not recollect. They were very little larger than the Ornaments of Gold and Silver worn by the Native Women round their Ancles, and to Men could not, in my Opinion, be oppressive.

The Counsel for the Defendant informed the House, they had closed their Examination in chief.

Cross-examined.

Q. (*by the Managers.*) Where was you at the Time when you heard these Reports of the Disaffection of the Begums?

A. I was at Cawnpore.

Q. How far is that from Fyzabad?

A. I really do not know the Distance.

Q. What Road did you take from Cawnpore to Fyzabad?

A. I went from Lucknow to Fyzabad.

Q. Say what you judge or believe the Distance to be?

A. I really cannot say; I do not know the Road.

Q. From a Thousand Miles to One; give some Idea what Distance you take it to be?

A. I really do not know the Distance.

Q. Is it a Mile?

A. It is.

Q. Is it Twenty?

A. It is.

Q. Is it One hundred?

A. It may be about One hundred Miles; I cannot speak exactly.

Q. In what Corps did you serve in Cawnpore?

A. In Major John M'Pherfon's Regiment.

Q. Was it a temporary Brigade, or a permanent Brigade?

A. It was a permanent Brigade.

Q. On what Occasion was you ordered to Lucknow?

A. The rebellious State the People were in at Lucknow, I believe, was the Cause of the Regiment I was in marching to that Station.

Q. At what Time was this?

A. I think the Beginning of October 1781.

Q. How long did you continue at Lucknow?

A. Until January.

Q. Was you there when Sir Elijah Impey arrived there?

A. The Battalion I was in marched out to meet Sir Elijah Impey.

Q. Did you learn the Occasion of Sir Elijah Impey's Visit to Lucknow?

A. I did not.

Q. Did you hear that Sir Elijah Impey, while he resided at Lucknow, was employed any Part of his Time in taking Affidavits relative to the Rebels in the Province of Owde?

A. I did hear that Sir Elijah Impey had taken Affidavits respecting the Country that Colonel Hannay was in.

Q. By what Means do you know that Sir Elijah Impey's Inquisition was confined to Colonel Hannay's Country?

A. I really do not recollect.

Q. Was

(1969)

Q. Was you called upon to make any Affidavit before Sir Elijah Impey?

A. I was not.

Q. When was you sent to Fyzabad?

A. I believe I answered that Question before; in January 1782.

Q. Then you continued at Lucknow from October 1781 to January 1782, or thereabouts?

A. I did.

Q. Where, and at what Time, did you communicate to Mr. Hastings these Reports you had heard at Cawnpore?

A. It was not my Duty to communicate them to Mr. Hastings.

Q. Did you communicate them to Mr. Hastings in Fact?

A. In Fact I did not.

Q. Did you ever hear of the Treatment received by the Begum's Ministers, after they were delivered into the Hands of Major Nairn?

A. Never until, I believe, it had been transmitted from England; that, I believe, was the first Information I ever heard of it.

Q. How long did you stay in India after your delivering the Ministers to Major Nairn?

A. I think nearly 10 Years.

Q. Did you never hear of the Confiscation of the Begum's Treasures during that Time?

A. I heard that the Vizier had taken Possession of Part of the Treasures of his deceased Father—I was at Fyzabad at the Time.

Q. How long did you remain at Fyzabad after the Arrival of Sir Elijah Impey?

A. Sir Elijah Impey was not at Fyzabad during the Time I was there.

Q. You have mentioned some ornamental Irons put upon those Persons; why were they put in Irons at all while they were in your Camp?

A. I understood, because they had not kept their Agreement with the Vizier, in paying a certain Sum of Money.

Q. Then those Irons were put upon them as a Means of compelling them to make that Payment?

A. I cannot say what the Nabob's Reasons were for putting on those Irons.

Q. What were his Orders?

A. I do not know, they were not communicated to me.

Q. Was you not ordered to put them in Irons?

A. I was not ordered to put them in Irons.

Q. Do you know who was directed to put them in Irons, or by whose Authority they were put in Irons?

A. I presume by the Orders of the Vizier.

Q. Under whose Guard were they?

A. They were under the Guard of the Regiment I belonged to, commanded at that Time by Captain Neale Stewart.

Q. Do you know to whose Choice and Selection, the Sort of Irons that were placed upon these Ministers, were left?

A. I do not.

Q. How came you to be so accurate in your Observation of the Weight and Nature of those Irons?

A. Because I have heard in England, they were looked upon to be very oppressive.

Q. Then you know nothing upon that Subject, but what you have heard in England since your Arrival?

A. I know what I have already stated respecting the Size of them.

Q. Why did you, when you first answered upon this Subject, state the Circumstance as a Fact which came within your own Knowledge, and not as a Report since your Arrival in England?

Then the following Questions before put, and answered by the Witness, were ordered to be read.

The same were accordingly read by the Clerk.

Q. Did you then see Bahar and Jewar Ally Cawn?

A. The Eunuchs Jewar and Bahar Ally Cawn were confined in a Tent in our Camp. I have frequently been in with them, but never heard them complain of any ill Treatment. They were

‘ were attended by their own Servants, and, in my Opinion, had every Indulgence they could expect. Upon my leaving Fyzabad, they were, I think, delivered to the late Major Nailor, and their Irons taken off. I saw the Smith in the Act of taking off the Irons of One of them; which of them I do not recollect. They were very little larger than the Ornaments of Gold and Silver worn by the Native Women round their Ancles, and to Men could not, in my Opinion, be oppressive. (a)

‘ Q. How came you to be so accurate in your Observation of the Weight and Nature of those Irons?

‘ A. Because I have heard in England, they were looked upon to be very oppressive.

‘ Q. Then you know nothing upon that Subject but what you have heard in England, since your Arrival?

‘ A. I know what I have already stated respecting the Size of them.’ (b)

Then the Witness was asked,

Q. (by a Manager). If those Irons were so slight, resembling only the Ornaments of Women, how came it to be necessary to have a Smith to knock them off?

A. I believe, if they had been fastened in such a Manner as to make it unnecessary for a Smith to take them off, the Eunuchs themselves would have taken them off.

The Managers for the Commons desired the following Question before put, and the Answer of the Witness, might be read.

The same was accordingly read by the Clerk; viz.

‘ Q. Was there any general Report with regard to the Conduct of the Begums, as to that Insurrection?

‘ A. The Disaffection of the Begums was universally believed, in the same Manner as it is universally believed in this Country, that there exists a Party coalesced to destroy the happy Constitution. The People of England have no legal Evidence to establish the Fact; but the Notoriety of it has been deemed sufficient Proof to produce Associations in different Counties, to resist the Danger; as well might the People doubt the treacherous Designs of those People, as those who were in the Nabob's Country could doubt the Disaffection of the Begums.’ (c)

Then the Witness was asked,

Q. (by a Manager). Did you ever hear in India, of any judicial Inquiry or Trial, respecting the Conduct of the Begums or their Ministers?

A. I do not recollect that I did.

‘ Q. Was it a Practice in India, upon mere Report and Rumour of general Belief, to inflict the Punishment of Imprisonment, Confiscation, and Scourging, against Persons whom the general Report and Belief may have pointed out as Objects of Suspicion?

A. I know of no such Practice;—I believe the Vizier, in his own Dominions, had a Right to act as he pleased upon the Subject.

Q. Did you know or hear that this was the Act of the Vizier, and not an Act to which he was compelled by the British Government?

A. I certainly heard it was an Act of the Vizier, but never heard that he was compelled to it by the British Government.

Q. You say you staid about Ten Years in India after this Transaction?

A. Thereabouts.

Q. Did you not hear that, during that Time, Mr. Hastings was actually under Impeachment for this very Offence?

A. I did.

Q. State the precise Date, when you heard at Cawnpore the Reports respecting the Begums?

A. I have already said I speak from Memory alone, and cannot be correct as to Dates.

Q. Can you recollect the Year and the Month?

A. That Question, I believe, I have already answered; I said I arrived there the latter End of August, and left it in October, 1781.

Q. (by the Counsel in Reply.) You have been asked whether you heard in India that Mr. Hastings was impeached for this Act,—was the Impeachment of Mr. Hastings generally known among the Natives of India?

A. It was.

(a) Vide supra, Page 1968.

(b) Vide supra, Page 1969.

(c) Vide supra, Page 1967.

Q. In what Estimation was Mr. Hastings held by the Natives, after their Knowledge of that Fact?

A. I have no personal Knowledge of Mr. Hastings, I am not acquainted with him, nor do I speak from any Favours I ever received from him, for none have ever been conferred. I speak from the Communications of the Natives and the People of India themselves.—As a public Character, I do not believe there ever has been, or ever will be, a more able Governor; and as a private Character, I do not believe there exists a more benevolent or a better Man than Mr. Hastings.—This was the universal Opinion of both Europeans and Natives.

Q. (by a Lord.) You say you was at Fyzabad when the Vizier took Possession of the Effects of his deceased Father; did he take them as claiming them of Right, as belonging to himself?

A. I believe he did.

Q. What was the general Opinion at that Time of that Right?

A. The general Opinion at that Time was that he had a Right to take them.

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House, they would now call Colonel Duff.

Colonel DUFF was accordingly called in, and sworn.

Then the Counsel for the Defendant informed the House, that the particular Situation in which Colonel Duff stood, namely, of being about to depart immediately for India, induced them to prefer a Request to the House, that they might be permitted to put a few Questions to him upon this Article, and also upon the Article relative to the Contracts, as otherwise they might probably lose the Opportunity of examining him to the latter Article.

The Managers for the Commons stated they had no Objection.

The Witness was examined, as follows:

Q. How long have you been in the Company's Service?

A. About 30 Years and better; I rather think more than 30 Years.

Q. In what Department of the Military Line?

A. I am an Artillery Officer.

Q. Was you in India in the Year 1781?

A. I was.

Q. And in that Department during the Troubles in Barratch and Goruckpore?

A. Yes.

Q. What was the general Report in that Country at that Period respecting the Begums Conduct?

A. It was universally reported and believed that they were hostile to the English Government;—I never heard it doubted, nor do I believe that any Man in that Country ever did doubt it.

Q. How long did you remain in India after that Period?

A. I cannot positively say, but several Years.

Q. How long have you been returned to this Country?

A. I arrived in December last.

Q. Have you been in England since the Year 1781, before December last?

A. Yes.

Q. When?

A. I was in England about Three Years ago.

Q. You have since been serving upon the Coast under Lord Cornwallis?

A. I have; I commanded the Artillery with Lord Cornwallis during the two last Campaigns.

Q. How long did you remain in Bengal after 1781,—how long before you left that Country?

A. I cannot exactly recollect, but I believe two or three Years at least; I cannot exactly speak; I answer to the best of my Knowledge.

Q. Did any Circumstance ever come to your Knowledge to induce a Doubt respecting the Report of the Begums Hostility?

A. Never.

Q. Whether the Period of that reported Hostility of the Begums in the latter Part of the Year 1781, was a Period of great Danger and Distress to the Company's Affairs?

A. It was of very great Danger and Distress, in my Opinion.

Q. Did you ever, during the Whole of your Service in India, remember a Period of greater Danger and Distress than that?

A. Never; as far as I can judge.

Q. Do you recollect whether at that Period the Army in the different Stations were in Arrear?

A. I do remember that they generally were in very long Arrear.

Q. Did that State of Danger and Distress cease upon the 19th of September 1781, or continue long after?

A. It continued, to the best of my Recollection, long after; some Time after.

Q. Have you been much in the Country of Oude in the Course of your Service in India?

A. I have been several Years there.

Q. Whether the independant Power given to the Jaghidars in that Country was beneficial or injurious to the Country?

A. I think injurious.

Q. Do you know whether, by the Usage of Hindostan, Jaghires are in their Nature resumeable by the Vizier, the Sovereign Power?

A. I believe they are in general.

The Managers for the Commons objected to the Evidence.

The Counsel for the Defendant stated they should now proceed to examine the Witness relative to the 4th Article of Charge, viz. the Contracts.

Q. Whether it did fall peculiarly within your Department as an Artillery Officer to observe the Cattle, the Bullocks that were employed in drawing the Artillery?

A. It did.

Q. Was you in that Service during the Period of Mr. Croft's Contract in the Year 1779?

A. I was during the greatest Part of it, but not the Whole; I cannot say exactly, but I know I was during the greatest Part of it.

Q. Did you see the Bullocks that were supplied under that Contract by the Contractor?

A. I did, I mustered them, as it was my Duty, every Month.

Q. Have you read that Contract, and the Regulations introduced into it?

A. I have often.

Q. Whether, from your own Knowledge upon this Subject, and your Experience, those Regulations are adapted to promote the good of the Service, or otherwise?

A. The Regulations I think are calculated to promote the good of the Artillery Service, and I think further, that they had that Effect by producing better Cattle for the public Service than ever I saw before or since that Period.

Q. Do you remember the Number proposed to be furnished by that Contract?

A. Not exactly, I cannot carry it in my Mind.

Q. The Number was 6,700?

A. I believe it was thereabout, but I cannot charge my Memory.

Q. Whether, considering the Nature of the Service, and the Period at which that Contract was made, that was an excessive Number, or a proper Number?

A. I considered it to be of such essential Service to the Operations of an Army, that it was highly proper and incumbent upon Government to supply a proper Quantity of proper Cattle to answer any Contingency that might happen.

Q. Do you conceive that Number to have been too great, taking into your Consideration the Circumstances you have stated?

A. I believe that those who argue upon a Certainty of Peace, or upon Principles of strict Economy, may suppose that the Number was too large; but I, who have often seen the great Distress that the Army has been put to for Want of a sufficient Supply of Cattle, do not think that the Number was more than in many Cases must be employed.

Q. What Number of Cattle had Lord Cornwallis in his Army in the Course of the last War?

A. It is impossible for me to answer particularly, I know he had considerably above 25,000 at some Times.

Q. At

(1973)

Q. At the Period when he had 25,000 Cattle, what Number of Men were necessary ?

A. I suppose between 15 and 20,000 Men ; I mean King's and Company's Troops—But I cannot be supposed to be particular, for I do not know exactly, not having an Opportunity to see the Returns ; and if I had seen them, I might not remember.

Q. Is it necessary for the Good of this Service to have a regular Establishment of Bullocks trained and exercised, and fit for immediate Service at a Moment's Warning ?

A. Most certainly it is.

Q. What Sort of Cattle were furnished in Point of Size and Strength under Mr. Croft's Contract ?

A. The Cattle were all large, and good Cattle ; there was a Standard, I believe, of Forty-two Inches, I cannot be certain ; but I know it was a very high Standard, and none were received that were not above that Standard, and fixed by the Contract ?

Q. Were the Checks that were imposed by the Terms of the Contract strictly enforced upon the Contractor ?

A. They were.

Q. From what Country must Cattle of that Size stipulated by the Contract be furnished ?

A. The Cattle of that Sort are generally brought from Pornea, or Toroot, there being none of that Size, or near that Size, in any other Country in India.

Q. These Places are in the Bengal Dominions ?

A. Yes ; on the Right of the Ganges, up the Country.

Q. Is the Contractor in this Article during the Period of War exposed to considerable Risk ?

A. Very great Risk certainly.

Q. State the Nature of those Risks ?

A. From Disorders among the Cattle ; from their being killed in Battle, or carried away by the Enemy : epidemical Disorders get very often among the Cattle.

Q. Have you remembered Instances of great Numbers of Cattle being destroyed by Slaughter in Battle, or by epidemical Diseases ?

A. I have ; I have known many Hundreds of Cattle die in One Day.

Q. Is it of Importance to have Cattle ready to supply that Loss immediately ?

A. Certainly it is.

Q. Can the Army be supplied from the Country, if they have not a regular Establishment of Bullocks ?

A. At all Times they cannot ; if they are very near large Cities, they may have the Opportunity of being supplied with Cattle from the Draft Cattle that are generally employed there.

Q. Do you recollect any Loss happening from the Want of a proper Supply of Bullocks in Lord Cornwallis's Army ?

A. Many very heavy Losses ; One of them was a Loss of our whole battering Train at Seringapatam.

Q. What Number of Drivers is it proper, in your Judgment, to have to the Bullocks, in Proportion to their Number ?

A. Not less than Two Drivers to Three Bullocks.

Q. Have you considered it necessary for the Good of the Service that there should be at least One Driver to a Pair of Bullocks, and a Surdar to every Six Drivers ?

A. One Driver to Two Bullocks is certainly necessary, and the Surdar is also useful himself.

Q. Have you known Instances of the Artillery suffering for Want of a sufficient Number of Drivers ?

A. Often.

Q. Was you with Lord Cornwallis when he experienced great Loss upon that Account ?

A. I was.

Q. Whether this Contract could be well served, consistently with the Good of the Service, upon an annual Contract, and an Advertisement for the lowest Bidder ?

A. I do not think it can, nor do I think the Contract ought to be given to the lowest Bidder, and that only those ought to have it, who are known to be able to fulfil their Engagements. I likewise consider that all Contractors should have an Allowance sufficient to enable them to do so, and that it is better for the Service that they should receive a little more, than that the Service should be obstructed by a Want of Cattle from their not being able to supply them at the Rates which they may offer.

Q. Whether

Q. Whether it is necessary for the Contractor to establish Granaries, and to have a necessary Stock of Cattle, in order to carry on the Contract with Benefit to the Service?

A. I think it is necessary he should do so.

Q. Is it necessary for him to advance Money to the Farmer?

A. I do not positively know whether it is necessary or not.

Q. Were the Regulations adopted in the Year 1779, in the Instance of Mr. Croft's Contract, such as met with the Approbation of all the Officers of the Army at that Time?

A. I cannot answer that Question; I do not know their Judgment, but I know the Cattle met with their Approbation that was furnished by the Contract.

Q. Was the Size of the Cattle furnished under Mr. Croft's Contract higher than that under the late Contract?

A. I have answered before that I thought the Cattle better, and in general they were larger, I think.

Q. Whether there was a greater Number in Proportion of Cattle to Men in the Army at the Period of Mr. Croft's Contract, than there was at the Period you have spoken of under Lord Cornwallis?

A. Nothing like it.

Q. Nothing like so many?

A. Nothing like so many, certainly.

Q. Was the Quantity of Food for the Bullocks, to keep them in Heart for Service, sufficient for that Purpose under Mr. Croft's Contract?

A. It was, in my Opinion, fully so.

Q. As you have been Thirty Years in India, and been in England since the Commencement of the present Trial, and returned to India, you have had Opportunities of consulting and collecting the Sentiments of the People in India at different Periods; in what Estimation is the Character of Mr. Hastings in India?

A. Mr. Hastings's Character always stood very high in India, and still continues so since they knew of his being tried; and they consider him, as I do at this Moment, as a very good and a very injured Man.

Q. Do you speak of the Sentiments of both Europeans and Natives?

A. I speak of both Europeans and Natives.

Q. Is this Testimony you have given of Mr. Hastings the Result of any private Obligations to Mr. Hastings?

A. No, it is not;—I even thought myself hurt by Mr. Hastings's Conduct when in India, but that did not hinder me from joining, in a strong Letter, with all the Rest of my Brother Officers, acknowledging the Sense we had of Mr. Hastings's Conduct.—I still continue of the same Way of Thinking.

Cross-examined by the Managers for the Commons.

Q. In what Employment was you in India in the Year 1781?

A. I was then Commanding Officer of the Artillery.

Q. In 1782?

A. I believe the same in 1782.

Q. Where was you in August 1782?

A. At Calcutta, I believe.

Q. What Period, in the Years 1781 and 1782, did you spend in the upper Provinces?

A. No Part of them. I must always observe I am speaking to the best of my Knowledge, but I think I am speaking nearly right.

Q. Where was you, when you heard the Reports respecting the Disaffection of the Begums?

A. At Calcutta; but wherever I went I heard it.

Q. When did you first hear it?

A. I cannot exactly say, but about the Time it happened;—immediately as soon as it was possible to hear it.

Q. What Time did it happen? What do you mean by Disaffection happening?

A. I have sworn that I have heard it, and I mean that.

Q. That you heard of Disaffection—where did you hear it?

A. I heard it at Calcutta, and wherever I went.

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Q. Will you swear that it was sooner than October?

A. I will not swear what I cannot possibly remember as a Fact.

Q. Whether you have not heard that other Persons in the Country of Oude, besides the Begums, were supposed to have acted in a disaffected Manner at that Time?

A. Only the Dependents and People employed by her.

Q. Did you ever hear that the Nabob of Oude himself was suspected upon that Occasion?

A. Quite the contrary; I always understood he behaved well.

Q. Did you ever hear that Mr. Hastings, at one Time, was himself inclined to suspect him?

A. I never did;—but I never had any Conversation with Mr. Hastings upon that Subject.

Q. Whether you never heard that Saadut Ally Cawn was himself under an evil Report upon the same Subject?

A. I believe I have heard Saadut Ally Cawn was suspected, but I never heard that he was guilty.

Q. Against whom do you suppose this Rebellion, of which you have heard, was made or carried on?

A. Against the British Government.

Q. Was the British Government the Sovereign Power in Oude?

A. I do not understand the Question properly. I believe not; as far as I can judge the Nabob of Oude, the Vizier, was the Sovereign Power there.

Q. Then say, during the Time of your Residence in the Province of Oude, what Instance you have known of the Resumption of Jaghires, previous to the Year 1781?

A. I do not remember any.

Q. Have you ever seen the Grant or Patent by which a Jaghire is held?

A. I have read it in some Books, particularly a Persian Book by Mr. Balfour; but I really do not remember what it is.

Q. Whether you did not say that that Period of Time was a Time of the greatest possible Difficulties to the Company's Affairs?

A. I did, and think so still.

Q. That it required the Assistance of all the Forces then maintained in that Country?

A. I think it did, I think we had not a Man too many.

Q. Do you not know, or have you not heard that Mr. Hastings stipulated with the Nabob of Oude, for the Reduction of a large Body of Native Troops, under British Officers, in his Pay, on the 19th of September 1781?

A. I might have heard it, but I do not recollect it.

Q. Temporary Brigade?

A. I commanded the Artillery of a Temporary Brigade, but I do not know any Thing of Mr. Hastings's Negotiations.

Q. Did you command the Artillery of the Temporary Brigade, on the Month of September

A. I do not recollect Periods; as I said before, I cannot remember them; it is impossible; I have no Memorandum.

Q. There or thereabouts?

A. It might have been, or it might not.

Q. Did you command, at any Time in the Year 1781, a Temporary Brigade?

A. I think not at that Time—I cannot answer the Question—I am not certain—I think not.

Q. Whether you do not know by as authentic a Rumour, or general Fame, that several Corps, composing the Army under British Officers, in the Nabob of Oude's Dominions, were actually reduced or reformed at or about that Period, as you know of the Begum's supposed Rebellion?

A. I believe there were some Corps reduced there—I have heard it and believed it.

Q. You said the Army was greatly in Arrears; how much might it amount to?

A. I cannot say—I can speak of the Corps that belonged to myself, that it was sometimes Six, Seven, Eight, and Nine Months in Arrear.

Q. Do you recollect at what Time the Payment of that Arrear that existed in 1781, commenced?

A. I do not.

Q. While this Distress existed, did you hear Mr. Hastings had been in the Practice of taking Presents from the Country Powers and others?

A. I never heard it, I always thought the contrary; I always thought and believed the contrary.

Q. Then you was not at all in Mr. Hastings's Confidence in that Part of his Economy ?

A. I was not.

Q. Was it generally known in the Country at all ?

A. I cannot say ; it was not known to me, I never heard of it till such Time as it came out from England—I believe it came out from England principally.

Q. Where did you command, when the Contract for Bullocks with Mr. Croftes was made in 1779 ?

A. I believe that was the Year I came down to Calcutta, to command the Artillery ; but I cannot tell where I was.

Q. Do you know the Terms of the Contract made by Mr. Croftes ?

A. I do not know what Contract is meant.

Q. Whether you do not know of more than one Contract for Bullocks ?

A. I have known of a great many Contracts, but I do not recollect any One of Mr. Croftes's but One ; may be there might be Twenty.

Q. Have you not heard that the Contract of Mr. Johnson came into the Hands of Mr. Croftes in the Year 1778 ?

A. I do not know exactly—there might have been some Connection between them—they were Partners, but I cannot tell which of them carried on the Contract.

Q. Do you know the Terms of that Contract in which Mr. Johnson and Mr. Croftes were Partners ?

A. Not particularly, I do not.

Q. Do you know any Thing of the Execution of it ?

A. I have had Occasion to muster the Bullocks upon all the Contracts, for many Years—I know nothing further than that.

Q. Do you know whether that Contract was not dissolved, before the Expiration of the Term, by Mr. Hastings ?

A. It might or might not : I do not know ; I do not remember.

Q. Do you know whether any Bullocks furnished under that Contract, were transferred to the new Contract ?

A. I suppose they were, because it was the general Practice.

Q. Do you know what the Terms of the new Contract were—do you know why the old Contract was broke, and a new One made with the same Person, for a longer Term ?

A. I did not know the Contract had been broken, nor the Reason why—I know One was made in December.

Q. Do you know the Difference between the Terms of the Two Contracts ?

A. No, I do not.

Q. Have you seen the Requisition of the Commander in Chief, for the Bullocks for that Service ?

A. I understood that the Contract of Mr. Croftes was made with the Approbation of Sir Eyre Coote, the Commander in Chief of India, as well as with the Consent of General Stibbert, Provincial Commander in Chief of Bengal.

Q. Whether you do not think the Terms of that Contract, and the Mode by Contract, to be the best Method of furnishing Bullocks for the Army ?

A. I do not think that Contract was the best Method ; I mean to say a general Contract of that Kind.

Q. Do you know why Mr. Hastings chose that Method, after having had Experience of a Contract before ?

A. I do not know ; I was not consulted upon that Occasion.

Q. Do you think it right to renew a Contract, which you did not think a beneficial Mode of furnishing Bullocks for the Service, for a longer Time than the One that was near expiring ?

A. I would not renew any Contract I did not think right.

Q. Do you not think it both more expensive and more mischievous to the Service than the Mode by Commission ?

A. I cannot answer ; I do not think there is much Difference between them.

Q. Could you assure the Company, and recommend in the most earnest Manner, a Provision for draft Bullocks for the Service of Bengal, by Agency, with a limited Responsibility and liberal Confidence, rather than by Contract ; and can you say, upon the most decided Experience, that nothing

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thing can be more injurious to the Service than the latter, nor more extravagant than the lowest Rates, at which it had to that Time been undertaken?

A. I cannot answer the Question, I do not know any Thing about it.

The Managers desired the last Question might be read.

The same was accordingly read by the Clerk.

Q. If you had heard the Governor General had asserted such a Proposition, would you have acceded to it?

A. If I had understood the Proposition, I could have replied to it, but I do not.

Q. You have said it was best to employ a Man of Responsibility on such a Business rather than a Person who bids lowest?

A. That is my Opinion.

Q. What was Mr. Croftes' Fortune and Responsibility, to your Knowledge?

A. I cannot say: I always understood him to be a Man of immense Fortune, but I believe I was mistaken in that; but I thought so.

Q. What was his Employment?

A. He was, I believe, Treasurer at that Time; I am not sure.

Q. Had he ever been conversant in the Traffick of Cattle in the upper Country?

A. Not to my Knowledge.

Q. But his Office was in the Treasury at Bengal?

A. I believe he was in many Offices.

Q. But at that Time?

A. I think it was.

Q. Did you ever hear of his being concerned in any Way whatsoever relative to the furnishing of Cattle before?

A. No.

Q. When you speak of the Cattle being sufficiently furnished, whether you mean the whole 6,700, or only speak of those which came within your own Knowledge?

A. During the Time of that Contract, I was in every Part of the Country where Bullocks were employed, except where some small Detachments went to, very insignificant ones indeed, may be under a Subaltern's Command.

Q. Then you are understood that the Whole of those Bullocks contracted for in 1778 and 1779, on Mr. Croftes Two Contracts, and his Agency, were employed chiefly if not wholly within the Company's Provinces and their Dependencies?

A. No, I do not think so, but I had the examining of the greatest Part of the Bullocks before they were sent out of the Provinces.

Q. How many were sent out; what Proportion in that Period?

A. I cannot say.

Q. Was there any very great Proportion?

A. There was a very considerable Detachment went into the Mahratta Country under Colonel Camac.

Q. Do you know what Number that Detachment amounted to, and what Artillery, Military Stores, and other Military Baggage, were taken with that Detachment?

A. I do not know exactly.

Q. Whether the Service upon the Coast did not require a far larger Number of Bullocks than any internal Service you were acquainted with in Bengal?

A. A great deal more.

Q. Was not the Proportion of all Sorts of Artillery in the Service beyond all Comparison greater?

A. I believe the Field Artillery were nearly the same; the battering Train was nearly the same.

Q. Whether the Military Stores of all Sorts were not greater in Quantity than that for the internal Service of Bengal?

A. Certainly they were.

Q. Whether the Cattle upon the Coast are so large and strong as those furnished in the Provinces of Pornea and Toroot?

A. Nothing like it; not Half the Size.

Q. Was there not a Necessity of carrying with the Army of Lord Cornwallis a great Quantity of its Provisions?

A. Yes; all of them.

Q. Do

Q. Do you think that any Mode of providing these Bullocks, whether by Contract or Agency, could have saved Lord Cornwallis from the Loss he sustained of the heavy Artillery by the Want of Cattle?

A. I think not.

Q. Whether the Country through which Lord Cornwallis marched was not, in its own Nature, such as to waste and consume a greater Quantity of Cattle, and subject them to more Diseases than the Current Service in Bengal?

A. Our Marches were seldom so long as I had marched before, but the Cattle being confined within the Limits of our own Camp were often distressed for Provisions, and we had besides that, a great deal of bad Weather, heavy Rain, and very cold.

Q. You say you believed the Jaghires were in their Nature resumeable in India, but have known no Instances of it?

A. Yes.

Q. Whether the Danger of a Mutiny of the Troops continued long after the 19th of September, and how long after?

A. I cannot tell how long.

Q. You said your own Corps was Six, Seven, Eight, and even Nine Months in Arrear?

A. I did.

Q. Do you know by what Mismanagement it could have happened that the Company's Troops remained so long unpaid?

A. I never conceived it was from Mismanagement, or had an Idea of that Kind.

Q. Owing to what Circumstances then?

A. I considered it as greatly owing to the large Sums of Money which were sent to the Coast and Bombay for carrying on the War at those Two Places.

Q. Do you believe there were no Resources belonging to the Company, and at Mr. Hastings's Command, that might have been applied to satisfy these Arrears.

A. I do not know that there were.

Q. Do you believe, or did you ever hear, the Begums Treasures were applied to this Purpose?

A. I do not know that they were, and I do not know that I have heard so.

Q. Did you never hear of the Fact of those Treasures having been seized by Mr. Middleton?

A. I have heard of Mr. Middleton having seized some, but what they were, and to what Amount, I do not know.

Q. Nor did you ever hear to what Purpose they were applied?

A. I did not.

Q. Were the Arrears of your own Corps satisfied soon after the seizing of the Treasures?

A. Not immediately, not till some Time afterwards; I cannot be particular, but they were always paid as fast as possible.

Q. Did you never hear or read an Account written by Mr. Hastings himself, that he, Mr. Hastings, had, at the Time of this Distress, and while the Troops were so in Arrear, received a present of 100,000 l. for himself from the Nabob?

A. I think I have read it.

Q. Do you know any one Fact, of your own Knowledge, to prove the Disaffection of the Begums?

A. None; I only speak from Report of a Thing which was never doubted in that Country.

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House they would next call Major Lumsdaine.

Accordingly Major LUMSDAIN was called in, and being sworn, was examined as follows:

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Q. How long did you serve in India?

A. I went out to India in the Year 1765, and returned in 1785.

Q. Where was you stationed between the Month of September 1781, and the Month of March 1782?

A. With my Regiment, under Colonel James Mordant's Command, at Cawnpore.

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Q. Do you remember, during that Period, any Disturbances in the Country of Oude, which followed upon the Rebellion of Cheit Sing?

A. I have heard there were Disturbances in the Provinces of Barraitch and Goruckpore.

Q. Did you know or hear of any Concern the Begums had in the Production of those Disturbances?

A. I have heard that the Begums excited the Zemindars of these Provinces to Disturbances.

Q. Was that the general Report and Belief of the Country at that Period and afterwards?

A. It was.

Q. Have you since known or heard any Thing to discredit that Report?

A. I have not.

Q. Did you ever see or converse with any Individual in India who expressed a Doubt of the Concern of the Begums in those Disturbances?

A. I never heard it doubted in India.

Q. How many Months in Arrear of Pay was your Corps about the Beginning of the Year 1782, or the Close of the Year 1781?

A. Between Six and Seven Months in Arrear.

Q. Do you remember when those Arrears were discharged; and do you know from what Fund?

A. A great Part of those Arrears, as well as I can recollect, Five Months, were discharged in February or March 1782; about that Time.

Q. Do you know from what Fund?

A. I was told the Money came from Lucknow, and was Part of the Money that was paid by the Begums.

Q. Had the Arrears of Pay, you have mentioned, occasioned any very particular Distress to the Army of which you formed a Part?

A. A very great Distress; the Sepoys of my own Regiment were really unable to do their Duty and to clothe themselves like Soldiers, and when reprimanded for those Neglects, stated to me that they were starving for Want of Food, and had sold all their Necessaries to supply them.

Q. What do you conceive would have been the Consequence to the Army, if those Arrears had not been about that Period discharged?

A. A large Detachment under Colonel Sir John Cummings was detained at or near to Cawnpore for Want of Money to discharge their Arrears; and I really believe that if Money had not been obtained, the Troops must have separated and have dispersed; they could not exist in the State they were.

Q. After what you have said, it is unnecessary to ask you whether between the Period of Time, between September 1781 and March 1782, was a Period of the greatest Distress and Difficulty in the Affairs of the British Government in India?

A. It was a Period most alarming, and of the greatest Distress that I ever knew in India! I think the Existence of the British Government in India depended solely upon the Preservation of the Life of Mr. Hastings.

Q. You recollect probably what was mentioned by Major Gilpin upon that Subject, if you do, state it?

The Managers for the Commons objected to the Question.

Q. Do you recollect whether the Period I have already particularly mentioned, between September 1781 and March 1782, was the Period in which the Money was taken at Fyzabad, and applied by the Vizier in the Manner you have stated for the Relief of the Troops?

A. I have heard it was.

Q. Do you remember a Person of the Name of Ghinoo Roy?

A. I do.

Q. Do you know at what Time this Person, this Rajah, had been expelled from the Country of Oude?

A. He was expelled from the District of Goruckpore in November 1778.

Q. By whose Order?

A. By the Order of the Vizier, transmitted to Colonel Hannay, and given by Colonel Hannay to me. It required an honorary Draft from the Vizier, and a Letter of Thanks for the Services that I did his Government in expelling Ghinoo Roy.

U

Q. For

Q. For what Cause was Ghinoo Roy expelled ?

A. For refusing to pay his Revenue, his Rents.

Q. Was the Country before occupied by Ghinoo Roy more productive in Point of Revenue to the Vizier, and in a better State of Cultivation, after the Expulsion of Ghinoo Roy, than it had been before ?

A. The Country occupied by Ghinoo Roy I never heard paid more than between 27,000 and 30,000 Rupees a Year, and after his Expulsion there were between 80,000 and 90,000 Rupees collected from it.

Q. Was that Collection made without any Harshness or Oppression to the Native Cultivators of the Land ?

A. I think it was made without Oppression or Hardship to them.

Q. Do you know of another Person of the Name of Ajeet Mull ?

A. I do.

Q. Who was he ?

A. Rajah of Manjowly.

Q. At what Period, and for what Cause, was he expelled from the Country of Oude ?

A. He was not expelled from the Country of Oude, he ran away and abandoned his Country.

Q. Upon what Occasion ?

A. He had formerly large Possessions in the District of Goruckpore, the Pergunnas of Seer Poor were Part of these Possessions, and the Rajah himself requested me to endeavour to get these Lands restored to him, and that he would give an Increase of Revenue to the Vizier's Government.

Q. At what Period was this ?

A. In 1778, I made Application, and the Lands were restored to him: The Chowdry who had had the Collections of those Lands, and the Government of them, on hearing that they were restored to the Rajah, drove off the Inhabitants, and threatened them with Death if they cultivated the Lands. The Rajah was alarmed at this, and knowing he was responsible for the Revenue from the Engagements he had entered into, he fled the Country.

Q. Do you know at what Period Futteh Saw was expelled the Country ?

A. Futteh Saw, to the best of my Knowledge, was expelled from Hufsanpoor in 1767 or 1768.

Q. Was you there at that Time ?

A. I was not.

Q. Was Futteh Saw absent, or out of the Country, at any Time prior to the Year 1781, expelled or otherwise ?

A. He certainly was, but was in the Habit of returning and making Incursions, as it suited his own Convenience and Opportunity.

Q. Is Hufsanpoor a Part of the Province of Bahar or of Oude ?

A. It is Part of the Province of Bahar.

Q. You have said that Futteh Saw was in the Habit of making Incursions from Time to Time; do you mean hostile Incursions, or otherwise ?

A. I mean hostile Incursions.

Q. Was Futteh Saw in Arms against the British Government, in and before the Year 1781 ?

A. He was expelled from Hufsanpoor, by Captain Camac, by the British Forces in 1767 or 1768; but I must observe, I was not present there myself, it is only what I have heard.

Q. Do you speak of the Fact of his being in Arms against the British Government in 1781, of your own Knowledge, by an official Report to you in your Military Character, or merely by Hearsay ?

A. Merely by Hearsay.

Q. Do you know either by official Information, or of your own immediate Knowledge, any Thing of the Situation of another Rajah, called Purtypaul Sing, about the same Period, that is the Year 1781 ?

A. Purtypaul Sing, in the Year 1781, I have always understood to have been in the Begums Jaghire; but I cannot swear it from my own particular Knowledge.

Q. Did you know a Person of the Name of Mustapha Cawn, and had you him at any Time under your Charge, and whether, at the Time you so had him under your Charge, Mustapha Cawn was under Sentence of Death, or no ?

A. In or about May 1780, Mustapha Cawn was sent to the Fort of Goruckpore a Prisoner by Colonel Hannay, who wrote me to be particularly careful that he did not make his Escape, and to place Sepoys over him, upon whose Courage and Fidelity I could depend—he also wrote me, that he was under Sentence of Death.

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Q. Did you deliver over this Person called Mustapha Cawn, under Sentence of Death, to Captain Williams, with the same Charge respecting him, which you had yourself received from Colonel Hannay?

A. I certainly did.

Q. A Witness has said, there was no Drought in the Province of Oude during the Years 1779 and 1780; whether you was in the Country of Oude in the Years 1779 and 1780, and whether there was any considerable Drought during that Period?

A. I was in the Country of Oude in 1779 and 1780, and a very great Drought prevailed.

Q. Do you recollect it, by any particular Circumstance of Distress that you observed at that Time?

A. The Inhabitants were greatly distressed for Provisions, and for some Years afterwards, for Two or Three Years afterwards, the Periodical Rains did not fall in their usual Quantities, and particularly in the Year 1782, when the Inhabitants were greatly distressed indeed; and I observed them sweeping the Grass Lands, and collecting the Seeds for Subsistence.

Q. You was in India till the Year 1785, after the Close of Mr. Hastings's Government?

A. I left India a few Weeks or Days before Mr. Hastings.

Q. In what Estimation was Mr. Hastings held, both by the Natives of the Country, and by the European Inhabitants, during all the Time you resided there, and particularly towards the Close of his Government?

A. Mr. Hastings, during the whole Period of his Administration, was held in the greatest Veneration and Estimation by the Inhabitants of the Country, and was generally looked upon as a very great and good Man, and highly respected.

Cross-examined by the Managers for the Commons.

Q. Whether your Station was not at Cawnpore?

A. In 1781, I was stationed at Cawnpore.

Q. Under whom was you stationed, and did act, during the Time of Mr. Hannay's Administration in the Provinces of Goruckpore and Barraitch?

A. From January 1778, until February 1781, I was stationed in the Province of Goruckpore.

Q. Whether you served in Colonel Hannay's Corps?

A. I did at the Period I have specified.

Q. By whom was you appointed to act in Colonel Hannay's Corps?

A. By the British Government—the Governor and Council.

Q. Who appointed Colonel Hannay?

A. The same Authority.

Q. Was you there at the Time of Colonel Hannay's first Administration?

A. Will the Honourable Manager state the Dates.

Q. Was you there at the Time Colonel Hannay was first stationed at Barraitch and Goruckpore, about 1778 or 1779?

A. I was.

Q. Was not Colonel Hannay removed?

A. He was.

Q. By whom?

A. By the Vizier.

Q. Did you hear for what Cause?

A. I did not.

Q. Do you not know that he was replaced in the same Government or Command?

A. He was.

Q. By whom?

A. I was told so by Colonel Hannay himself.

Q. By whom?

A. By the Vizier.

Q. At whose Instance?

A. Colonel Hannay told me, that when the Vizier applied to him to return into the Countries of Barraitch and Goruckpore, that he refused to do it, and that he would not nor did accept of the Command, until he was solicited to it by Sir Eyre Coote, at the Request of the Vizier.

Q. Did you never hear that the Vizier held the Idea of Colonel Hannay returning into his Dominions with Horror?

A. I have not; I have just stated that the Vizier requested his Return.

Q. Had

Q. Had you any other Authority for this than Colonel Hannay himself?

A. No other Authority; but I never doubted what Colonel Hannay said; he was a Man of Honour and Veracity.

Q. Have you ever heard that the Vizier had written a Letter to Mr. Hastings, in which he declares Colonel Hannay is inclined to request his Permission to be employed in the Affairs of this Quarter?

A. No.

The Counsel for the Defendant objected to the Evidence.

The Managers for the Commons were heard in Answer to the Objection.

Q. Whether you ever heard of this Communication being made by the Vizier of Colonel Hannay, and received the 15th September 1782?

A. I am really inclined to believe that he was dead at that Time; I cannot tell, but I am inclined to believe he was.

Q. Whether you had any Knowledge of a Communication made by the Vizier to the Governor General respecting Colonel Hannay, to the following Effect:—'Colonel Hannay is about to request your Permission to be employed in the Affairs in this Quarter: If by any Means any Matters of this Country should be entrusted to the Colonel, I swear by the Holy Prophet I will not remain here, but will go from hence to you; from your Kindness let no Concern dependant upon me be trusted to the Colonel?'

A. I never heard of that Letter till this Instant.

Q. Do you think that after the Governor General and Council had appointed him to a Command in Barraitch and Goruckpore, as you have sworn he did, the Vizier would have removed him without some strong Cause of Displeasure?

A. I cannot assign the Vizier's Motives for removing Colonel Hannay.

Q. Do you know that the British Government had considerable Influence over the Vizier of Oude?

A. I believe they had.

Q. Then, from your Knowledge of that Influence, do you imagine that the Nabob of Oude would have removed Colonel Hannay, who had been named by the Governor General and Council to the Command, without some strong Cause of Displeasure?

A. I believe not; a Removal certainly implies a Displeasure; but he was again appointed at the Vizier's Request, at least so I was told by Colonel Hannay; I had no other Authority for it.

Q. Did Colonel Hannay tell you by what Means he had removed the Cause of Displeasure from the Nabob's Mind?

A. He did not.

Q. Whether Colonel Hannay was not concerned in collecting the Revenues of that Country?

A. The Revenues of that Country were collected by the Vizier's Officers, under the Direction of Colonel Hannay.

Q. Did Colonel Hannay farm the Revenue for a certain Sum, or upon what Tenure did he hold it, as Collector, or Aumil, or how?

A. I believe he farmed the Revenue.

Q. Do you know at what Sum he farmed it?

A. I do not.

Q. Do you know what Sum he collected under that Farm?

A. I do not.

Q. Do you know how he kept his Accounts with the Nabob?

A. I do not.

Q. Do you know, before Ghinoo Roy was expelled, what his Revenue stood at?

A. I have always understood between 27,000 and 30,000 Rupees.

Q. Do you know whether Colonel Hannay, before he was removed, proposed to him an Augmentation of that Revenue, or not?

A. He did.

Q. Do you know whether the former Revenue paid by Ghinoo Roy, was or was not agreeable to any Caboodleat or Agreement made with him?

A. An annual Caboodleat.

Q. Do you know that?

A. I do.

Q. Have

Q. Have you seen the Cabooseat?

A. Both Colonel Hannay and the Aumil told me, that it was an annual Cabooseat.

Q. Who settled that Cabooseat?

A. The Aumil.

Q. Who was the Aumil before Colonel Hannay?

A. I mean the Aumil that was there in 1778.

Q. Was it previous to Colonel Hannay's farming it, Yea or No?

A. No.

Q. It was settled then under Colonel Hannay's own Directions, or with his Consent?

A. To what Year does the Question allude?

Q. The Cabooseat which made the Revenue stand at 27,000 or 30,000 Rupees?

A. It was settled for the Year 1777, before Colonel Hannay was in the Country, and it appeared upon the Cutcherry Books, what the Cabooseat was.

Q. Have you seen the Cutcherry Books?

A. I had my Information from the Aumil who had them all in his Possession.

Q. To what did Colonel Hannay propose to raise it upon the granting of the new Cabooseat?

A. Colonel Hannay proposed to the Rajah to pay 60,000 Rupees; but he would have taken 50,000, if the Rajah had come near the Terms.

Q. Then Colonel Hannay attempted to raise his Revenue above what it was under the antient Aumil, from between 27,000 and 30,000 Rupees, to 60,000—that was his Proposition, and he would have been content with 50,000—that he proposed to raise it very considerably?

A. Certainly; and the Country could well afford to pay it.

Q. How do you know this?

A. Because between 80,000 and 90,000 Rupees were collected from it.

Q. How do you know that?

A. From the Information of the Aumil.

Q. Do you know what the Aumil's Name was?

A. I think Sheik Mahommed, but I am not certain.

Q. Why, and upon what Occasion, had you so many Conversations with Persons who were managing and settling the Revenue to be paid by the Zemindars?

A. I was stationed at Gungowah, for the express Purpose of assisting the Aumil with Troops for the Collection of the Revenue, and upon every Requisition that he made to me, it was very natural we should have various Conversations about the Revenue.

Q. Whether your Military Duty did naturally lead you to know, and be conversant in the Settlement of the Revenue between you, Colonel Hannay, and the Zemindars?

A. My Military Duty certainly did not lead me to it, but it made Part of the Conversations I had with the Aumil.

Q. Then you know nothing of what you have said, but through Colonel Hannay's Representation, that the Aumil acted immediately under him?

A. I do not; but I believe it to be perfectly true.

Q. When you say that the very probable Ghis Roy would have abandoned his Country, if only a moderate Revenue had been demanded?

A. He would not have abandoned it, but he was driven out of it.

Q. For what was he driven out of it?

A. For refusing to pay the Revenue.

Q. The Revenue at which he was assessed by Colonel Hannay, is that so?

A. I cannot say so.

Q. Was he driven out of the Country because he would not pay the Revenue at which he was assessed by Colonel Hannay?

A. He was driven out of the Country for refusing to pay an Encrease of Revenue; and certainly a moderate Encrease, I think, from the Richness of his Country.

Q. Was he not expelled the Country for not paying the Revenue at which he was assessed by Colonel Hannay?

A. He was driven out of the Country for refusing to pay an Encrease of Revenue.

Q. By whom was he driven out of the Country, and by whom was the Encrease demanded?

A. The Encrease was certainly demanded by Colonel Hannay.

Q. By whom was he driven out?

A. If the Question means the Officer who was employed, I was the Officer,—I acted under Colonel Hannay's Orders.

Q. Then you having turned him out of the Country yourself, what were the Means, and what were the Circumstances?

A. By attacking his Town and Fort, in which I lost 100 Men of my Battalion—about 100 Men killed and wounded.

Q. Did you take the Fort, or did he remove from the Fort by Composition?

A. I took the Fort.

Q. Did you take the Rajah Prisoner, or not?

A. No.

Q. Did he escape?

A. He escaped.

Q. As you lost 100 Men in taking the Fort, how many of the Enemy or Natives perished in the Attack, as far as you can judge?

A. I believe very few.

Q. What did you do with the Effects, if any, that were found in the Fort?

A. The Effects found in the Fort, including Provisions and every Thing, I sold, amounting to between 400 and 500 Rupees; and, with the Consent of the Battalion, I divided the Money among the Children of the killed and wounded Men.

Q. Had Ghinoo Roy any Family or Children, or near Relations?

A. I have understood he was married, but had no Children.

Q. Was his Wife, or any of his near Kindred, in the Fort?

A. I cannot positively answer to that—no Woman was seen by any Person that I commanded.

Q. Can you tell what became of his Wife?

A. I suppose she went with her Husband.

Q. What Provision out of his Effects was made for his Wife?

A. Does the Question mean out of about 50 l. Sterling that was found in the Fort?

Q. Whether this Zemindar had any Stock of Corn, Cattle, Horses, or other Effects, upon his Lands?

A. I have already stated all that ever I saw of the Effects,—the whole Amount I ever saw. I heard he carried off a Sum of Money with him upon Elephants.

Q. Did you ever know a considerable Zemindar of that Country without a considerable Stock of Cattle, beginning with Elephants;—without a considerable Stock of Cattle of one Kind or other?

A. If he had any Cattle or Property it was in the Fort when we besieged it.

Q. The Question is as to his Zemindarry, whether you know of any considerable Zemindar or Landholder in that Country that has not a Stock of Cattle?

A. I am at a Loss to answer the Question; if it means Cows and Cattle, I suppose he had some.

Q. Then what Account was taken when the Proprietor was dispossessed of those Effects, in order to save them for Government, or otherwise?

A. I never saw nor heard of more Effects than I have specified; I never saw an Ox or Cow he had.

Q. Then, to your Knowledge, you cannot say that any Care or Attention was had to that Object?

A. Except the Effects which I have stated, I never saw a Bullock, or an Ox, or a Cow, he had.

Q. Was any Measure taken to ascertain whether he had or not?

A. If he had any such Property it was carried off with him—his own People carried it off—I never saw any he had, nor ever enquired about it.

Q. To whom was the Zemindarry of Ghinoo Roy granted?

A. It was held by what is called, in the Country Language, the Cutcher, and collected by the Aumil's People.

Q. Then it was taken into the Hands of Colonel Hannay to be managed by his Aumil?

A. It was managed by the Aumils under Colonel Hannay's Directions.

Q. Do you know what Revenue Colonel Hannay collected from it?

A. I have been told between 80,000 and 90,000 Rupees.

Q. Did it continue in the same Way when Colonel Hannay was driven out of the Country ?
A. I really cannot say, I was not in the Country at the Time.

Q. Do you know what Account Colonel Hannay gave to the Circar of the Money so collected ?

A. I do not.

Q. Did Ghinoo Roy ever attempt to establish himself in that Country ?

A. When I marched out of the Country in 1779, I think in the End of 1779, he came back to his Fort, and left it again immediately upon my Approach towards him.

Q. Whether you have not Reason to believe that he entered into the Country afterwards with a considerable Force, or raised a considerable Force in the Country ?

A. If the Question alludes to the Time I mentioned, he had not a considerable Force.

Q. No; when Colonel Hannay was driven out of the Country in 1781 ?

A. I really do not know that Colonel Hannay was driven out of the Country.

Q. Whether, previous to 1781, he was not in the Habit of making Incursions into the Country,—whether in great or small Force ?

A. He never came into the Country at any Time, that I know, except in the Beginning of 1780, or the End of 1779.

Q. Was there not an Apprehension that he would always come into the Country, if an Opportunity was favourable to him ?

A. Of that I can have no Doubt.

Q. Upon what Account did the Difference happen between Colonel Hannay and Ajeet Mull ?

A. I believe I have stated that already.

Q. Whether Ajeet Mull did not quit the Country upon a like Attempt to raise his Revenue upon a new Assessment ?

A. By no Means; Ajeet Mull's Offer was voluntary, as I have stated.

Q. Was it accepted ?

A. Yes.

Q. Then whether you have not said he had been removed for some Cause or other, and state what Cause, if his Offer was voluntary ?

A. I do not recollect that I have said so.

Q. Whether you did not suppose him to be out of Possession for some Cause or other ?

A. I suppose the Question alludes to my having said that the Lands of Seerpore were restored to the Rajah; but those Lands I have always understood had not been in the Possession of the Rajah's Family since the Time of Sufter Jung, until the Period I alluded to, 1778, I believe.

Q. To whom did he make the Offer in order to be restored ?

A. The Rajah requested me to interest myself with Colonel Hannay to get his Lands restored to him.

Q. Did you succeed in your Application ?

A. Yes.

Q. Who was in Possession of the Lands out of which this Man had been so many Years dispossessed ?

A. The Chowdry collected them.

Q. Under what Authority ?

A. Under the Authority of the different Aumils.

Q. Had the Chowdry been long in Possession ?

A. I cannot say.

Q. You found him in Possession ?

A. Yes.

Q. What Arrangement was made with the Chowdry, when he was to be dispossessed, in order to repossess Ajeet Mull ?

A. The Lands were taken from the Chowdry, and given to Ajeet Mull, whose Right they were.

Q. Did you put him in Possession of them ?

A. No.

Q. When you thought he had a Right, and had interested yourself in Favour of that Right, how came Ajeet Mull not to be put into Possession ?

A. Ajeet Mull was put into Possession of the Lands, but not by me.

Q. By

Q. By whom?

A. By Colonel Hannay and the Aumil.

Q. Did he continue in Possession?

A. No.

Q. Was there any Resistance to his taking Possession?

A. None.

Q. Why did he not continue in Possession?

A. He left his Country for the Reasons I stated in the first Part of my Evidence.

Q. State distinctly what Reasons induced him to leave it, and what you know of the Chowdry driving him out?

A. I stated in the first Part of my Evidence the Reasons which induced the Rajah to leave the Country, the Chowdry did not drive him out.

The Managers for the Commons desired the following Questions before put to the Witness, and his Answers to the same, might be read.

The same were accordingly read by the Clerk.

‘ Q. Do you know of another Person of the Name of Ajeet Mull ?

‘ A. I do.

‘ Q. Who was he ?

‘ A. Rajah of Manjowly.

‘ Q. At what Period, and for what Cause, was he expelled from the Country of Oude ?

‘ A. He was not expelled from the Country of Owde, he ran away and abandoned his Country.

‘ Q. Upon what Occasion ?

‘ A. He had formerly large Possessions in the District of Goruckpore, the Pergunnas of Seerpore were Part of these Possessions, and the Rajah himself requested me to endeavour to get these Lands restored to him, and that he would give an Increase of Revenue to the Vizier's Government.’

The Witness said,

When I said ‘ He had formerly large Possessions,’ I should have said, ‘ his Family had formerly large Possessions.’

Then the Clerk read as follows :

‘ Q. At what Period was this ?

‘ A. In 1778, I made Application, and the Lands were restored to him. The Chowdry, who had had the Collections of those Lands, and the Government of them, on hearing that they were restored to the Rajah, drove off the Inhabitants, and threatened them with Death, if they cultivated the Lands; the Rajah was alarmed at this, and knowing he was responsible for the Revenue from the Engagements he had entered into, he fled the Country.’ (a)

Then the Witness was asked,

Q. (by Managers.) What Means were taken to support the rightful Possessor so restored against the improper Efforts of the Chowdry ?

A. A Detachment of Sepoys was sent into the Pergunna.

Q. What Success had they ?

A. They were not opposed by any Force, but they could not prevent the Inhabitants running away.

Q. Why was the Rajah under Apprehension that he should be obliged to pay a stipulated Revenue, when he had no Means of collecting it, so as to oblige him to fly the Country ?

A. He had entered into an Agreement to pay a stipulated Sum, and I suppose he was certainly obliged to pay it.

Q. Whether there was not possibly a Cause of Apprehension that this Rajah would trouble the Peace of the Country, previous to the Year 1781 ?

A. No Cause of Apprehension that I know of.

Q. Did he, in Fact, ever make any IncurSIONS into the Country, or make Disturbances there ?

A. Not as long as I remained at Goruckpore.

Q. Whether it was not to be apprehended, that a Man whom you represented to have an ancient Right in the Country, and that to very considerable Possessions, would endeavour, when an Opportunity offered, to repossess himself of his Country ?

A. The Man ran away, and never raised any Disturbances in the Country while I staid there.

(a) Vide *supra*, Page 1980.

Q. How long after his running away did you stay in the Country?

A. From 1778, to the Beginning of 1781—I speak as nearly to my Recollection as I can.

Q. Had he not a natural Inducement so to do when an Opportunity offered, without any particular Instigation of any Body?

A. Ajeet Mull never did do it.

Q. Whether he had not, to repossess himself of large Possessions, a sufficient Motive to enter into the Country to repossess himself, without the particular Instigation of any Person?

A. They are apparent Motives, but he certainly never did enter the Country.

Q. Would he have succeeded if he had, while the Force of Colonel Hannay remained entire?

A. That would depend what upon Force he brought with him, and what Force was opposed to him.

Q. What Revenue did the Chowdry pay for those large Possessions after the Flight of Ajeet Mull?

A. I really do not know.

Q. Then you do not know that it was a greater Revenue than that offered by Ajeet Mull?

A. I should rather suppose it to have been less, but I really do not know.

Q. Do you know what Account Colonel Hannay gave of the Receipt of that Revenue?

A. I suppose it was carried to the Vizier's Account; I know nothing about it.

Q. How comes it that you, who had the Negotiation for the Restoration of Ajeet Mull, in which you was frustrated by the Efforts of the Chowdry, should know nothing of what that Chowdry paid whom you was obliged to leave in Possession?

A. I did not enquire what the Chowdry paid, but I think it must have been less than Ajeet Mull would have paid.

Q. Do you know whether the Inhabitants who had fled from their Habitations ever returned to their Possessions, and in what Manner?

A. I have no Doubt but a Number of them did return, but I cannot state what Number.

Q. Do you know that any did return, and how many?

A. I believe they did.

Q. Do you know of any that did?

A. They certainly must have returned in considerable Numbers, otherwise the Chowdry never could have paid any Revenue at all.

Q. Do you know, *de facto*, that the Chowdry ever did pay any Revenue at all after that Period?

A. I have been told by the Aumil he did, and I have, no Doubt of it.

Q. The Question means as full a Revenue as formerly?

A. I cannot tell; for I really do not know what the full Revenue was.

Q. Do you know what was the Cause of the Rajah Purtipaul Sing quitting the Country?

A. I am not clear I heard the Reasons of his leaving the Country, as he was in a different Part of the Country from where I was; but I believe he quitted the Country, from what I heard, for refusing to pay his Revenue.

Q. Have you any Reason to think these were the only Zemindars in the Country whose Revenue Colonel Hannay attempted to raise by a new Assessment?

A. I dare say he endeavoured to raise the Assessment of the Revenue of many of the Zemindars of the Country.

Q. Then what were the Proportions, as far as you have been able to discover, which the new Assessments of Revenue bore to the old?

A. I really cannot state that.

Then the House adjourned to the Chamber of Parliament.

Die Veneris, 12° Aprilis 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

The Managers for the Commons desired Major Lumsdain might be called in to conclude his Cross-Examination.

Major LUMSDAIN was accordingly again called in, and cross-examined, as follows:

Q. You have been examined concerning the Condition and Conduct of Purty Paul Sing, a Zemindar that had raised Disturbances in Goruckpore where you were stationed under Colonel Hannay,—did Purty Paul Sing make any Disturbances or re-enter the Country previous to December 1781?

A. Purty Paul Sing was not a Zemindar of the Province of Goruckpore, and never entered it to my Knowledge.

Q. Do you not recollect that you said, “That you was not very clear as to the Reasons of Purty Paul Sing’s quitting the Country; that it was a different Part of the Country from where you were; but you believed he quitted the Country for refusing to pay his Revenue:”—Did you ever hear of Purty Paul Sing before the Period stated in the Question?

A. I did say so.

Q. Did you ever hear of any Disturbances made by Purty Paul Sing, or of his entering into the Country previous to the Year 1781?

A. I have heard that he made Disturbances in the Country, but it was not in the District of Goruckpore.

Q. Was it not in the District of Baraitch?

A. It was rather in the Country that lies between Baraitch and Goruckpore where his Zemindarry was.

Q. Do not those Provinces confine upon one another?

A. They do.

Q. What Country is it then that you state to lie between them?

A. The Country in which Purty Paul Sing’s Zemindarry was.

Q. What is it called?

A. I do not recollect the Name.

The Map was shewn to the Witness by the Managers for the Commons, and he was asked,

Q. You may possibly know it by this?

A. It is the Name of the Zemindarry.

Q. Rusty was his Zemindarry?

A. Yes.

Q. Was not Rusty within the Farming of Colonel Hannay?

A. It was.

Q. Whether there were not frequently Disturbances in the Provinces of Baraitch and Goruckpore previous to 1781?

A. I can only speak positively to Goruckpore, and from Hearsay in the Province of Baraitch:—The Disturbances in Goruckpore I have specified, and I have heard that Purty Paul Sing was driven out of his Country previous to 1781.

Q. So there were Disturbances in the Country previous to 1781,—did Disturbances exist in the Country farmed by Colonel Hannay before the Year 1781?

A. Some Disturbances certainly did exist before 1781.

Q. Do you know of any Regulations of Trade made in that Country by Colonel Hannay?

A. I do not; I know of no Regulations of Trade.

Q. Have you ever heard that Colonel Hannay did directly or indirectly interfere in the Trade of those Provinces—mediately or immediately?

A. I do not recollect that he did.

Q. Did he establish any Gunges or Markets within that Country?

A. Not that I know of, unless the Bazars attached to the different Corps can be called Markets.

Q. Did you hear that no Complaint was made of those Bazars or Gunges attached to the Military Corps, as being the Cause of Tyranny and Oppression towards the Aumils and Inhabitants?

A. I never did hear that any of the Bazars attached to the Military Corps were the Causes of Oppression; indeed they were in themselves so very trifling, that they scarcely merit the Name of a Market or Gunge.

Q. Did you never hear that those Gunges, commonly known by the Name of Colonel Gunges, were complained of by the Nabob on Account of the Abuses just mentioned?

A. I have heard that some Gunges in different Parts of the Country were complained of by the Nabob, but these had no Relation to any Bazar that was established with the Troops under Colonel Hannay.

Q. Whether you have never heard of a Letter from the Nabob Vizier to the Rajah Govind Ram, and another written by himself, received the 1st of February 1781, upon the Subject?

A. I never have heard of any such.

Q. Was not you engaged in some other Parts of the Country to repress refractory Zemindars?

A. Yes, I was: I was employed in 1782 and 1783 in repressing Disturbances excited by Rajah Bulbudder Sing.

Q. In your Opinion what was the Occasion of those Disturbances?

A. I have heard that the Rajah himself and his Father were in constant Rebellion against the Government of Sujah Dowlah, and his Son Asoph ul Dowlah.

Q. Did you hear whether that Rebellion constantly continued, or only broke out afresh after some Intermission?

The Question was objected to.

Q. Whether or no that Rebellion which broke out, and which you was to suppress, was a Continuation of those former Rebellions which you have already mentioned?

A. The Rebellion of Rajah Bulbudder Sing had not the least Connection with any of the other Rebellions which I have mentioned.

The Managers for the Commons desired the following Questions above put to the Witness, and his Answers to the same, might be read.

The same were accordingly read by the Clerk, as follows:

Q. Was not you engaged in some other Parts of the Country to repress refractory Zemindars?

A. Yes, I was: I was employed, in 1782 and 1783, in repressing Disturbances excited by the Rajah Bulbudder Sing.

Q. In your Opinion, what was the Occasion of those Disturbances?

A. I have heard that the Rajah himself and his Father were in constant Rebellion against Sujah Dowlah and his Son Asoph ul Dowlah.

Q. Whether or no that Rebellion which broke out, and which you was to suppress, was a Continuation of those former Rebellions which you have already mentioned?

A. The Rebellion of Rajah Bulbudder Sing had not the least Connection with any of the other Rebellions that I have mentioned.

The Witness said,

As far as I know.

Q. Whether or no this Rebellion which began on the Part of Rajah Bulbudder Sing, in the Time of Sujah Dowlah, continued at the Time when you was sent to repress it, or whether there was any Intermission?

A. It continued with Intermissions as the Rajah had Opportunities of entering the Country.

Q. Did he not receive some Pension, Annuity, or Allowance upon the Part of the Begums of Oude, in order to keep him quiet?

A. I have heard that he did.

Q. Do

Q. Do you think that this Pension, whatever it was, was regularly continued to be paid to him to the Time of his last Rebellion?

A. I believe it was withheld from him.

Q. Whether this Bulbudder Sing was not the lineal Descendant of the most powerful Hindoo Family in that Part of Hindostan?

A. I have understood that he was.

Q. Did you not hear that Connections with him were eagerly sought after, as thought to confer Honour; that he was much respected himself; and that his Rebellion against Government was not looked upon as a Crime, and whether you did not so represent it to John Bristow Esquire, Resident at the Vizier's Court, in a Letter dated the 16th of November 1782?

A. The Question is a very long one, and will require some Explanation. If the first Part is read, I will give an Answer to the first Part, and to the other Parts as they go on.

Then the first Part of the Question was read to the Witnesses, as follows:

Q. Did you not hear that Connections with him were eagerly sought after, as thought to confer Honour?

A. The Rajah was a Man of high Cast, and Marriages into his Family were thought to confer Honour.

Q. That he was much respected himself, and that his Rebellion against Government was not looked upon as a Crime, and whether you did not so represent it to John Bristow Esquire, Resident at the Vizier's Court, in a Letter dated 16th of November 1782?

Then a Book was shewn to the Witnesses, and he said,

A. He was much respected on Account of his high Cast, which always carries Respect in that Country; and the neighbouring Zemindars of Azimgurrah, where his Country bordered upon, did not look upon his Rebellion as a Crime—on the contrary, I believe many of them were very well inclined to follow his Example—that is my Answer to that Part of the Question.

Q. Whether you did not so represent it to Mr. Bristow?

A. I did so.

Q. Whether you did not represent 'that the Zemindars were much attached to that Rajah, whom they considered as their Hereditary Prince, and never failed to assist him'?

A. I did.

Q. Then did you not recommend the renewing the Pension or Allowance to this Rajah, as the most effectual Means of quieting the Disturbances of the Country?

A. I did so recommend it.

Q. Have you any Reason to think your Advice was taken?

A. I had no Right to advise; what I recommended was not adopted.

Q. Do you recollect that Mustapha Cawn was delivered to you in May 1780?

A. As near as I can recollect, I think that was the Time, but I cannot be certain as to Dates.

Q. Do you recollect what became of him; in what Name and Character was he delivered into your Hands, and by what Authority?

A. I have stated that, in a former Part of my Evidence; if that is referred to, it will appear, and I really can give no further Information upon the Subject.

Q. Was he delivered to you under Sentence of Death?

A. He was delivered to me as under Sentence of Death, by the Vizier.

Q. Did you ever see that Sentence?

A. No.

Q. Did Colonel Hannay shew you the Warrant he had for confining him as a Person under Sentence of Death?

A. No, Colonel Hannay was about 150 or 200 Miles distant, about that Time, from me.

Q. Was you Commandant, or otherwise employed in Authority at Goruckpore, at the Time when Mustapha Cawn was delivered to you?

A. I commanded the Battalion stationed at Goruckpore at that Time.

Q. Where was you at the Time when you received this Order for the Imprisonment of Mustapha Cawn?

A. To the best of my Recollection I was at Gungowah, about 60 Miles from the Fort of Goruckpore, to which Colonel Hannay sent Mustapha Cawn.

Q. Then

Q. Then you did not see Mustapha Cawn, nor confine him by the Authority derived from Colonel Hannay, but from somebody else?

A. I never in my Life saw Mustapha Cawn; but he was confined in the Fort of Goruckpore, by Colonel Hannay's Orders transmitted to me.

Q. To whom did you transmit those Orders for the Confinement of Mustapha Cawn?

A. To the black Officer, the Native Officer, commanding in the Fort of Goruckpore.

Q. Who was he?

A. I think his Name was Ahlaud Sing, but I cannot be positively certain of it at this Distance of Time.

Q. Have you Colonel Hannay's Letter to you?

A. I have not.

Q. Have you a Copy of your Letter to Ahlaud Sing, or whoever commanded in the Fort of Goruckpore, for the Imprisonment of Mustapha Cawn?

A. I have not.

Q. Did Colonel Hannay transmit any Copy of the Sentence to you?

A. He did not.

Q. Do you know, or have you ever seen, the Petwah or Sentence of any Judge of the Law, upon which Mustapha Cawn was sentenced to Death?

A. I never have.

Q. Do you know any Thing of the Place where he was tried and convicted?

A. I do not.

Q. Do you know the specific Offence that was charged against him, and the Defence that he made?

A. I have heard that Rebellion and plundering the Districts adjacent to his Place of Residence were the Crimes alledged against him.

Q. You have only heard so?

A. I have only heard so.

Q. Have you ever seen any Depositions, or Copies of Depositions, or any Notes taken of Evidence produced upon his Trial?

A. I never have.

Q. Whether you know why, if he was under Sentence of Death when he was confined in the Fort of Goruckpore, the Execution of that Sentence was respited for Fifteen or Sixteen Months?

A. I do not know.

Q. Whether you recollect where Mustapha Cawn chiefly resided—and what the chief Place of his Residence was called?

A. I do not now recollect the Name of the Place, but I have heard it was situated either in the Province of Kyraabad or Barraitch?

Q. Was it situated in a Place called Nampara?

A. Yes; that was the Name of it.

Q. What is the Distance of that Place from Goruckpore, as well as you recollect?

A. I really cannot exactly say; about 200 or 250 Miles, perhaps; but I speak from Conjecture.

Q. What Distance do you conceive it to be from Baunfey?

A. I really cannot state the Distance.

Q. Is it near the Road from Goruckpore to Baunfey?

A. I should think not, from my Ideas of the Country; but I never was in that Part of the Country.

Q. Or from Baunfey to Buslee?

A. I should think not; but I really do not know that Part of the Country; I never was in it.

Q. Whether Mustapha Cawn, to your Knowledge, had any considerable Influence in the Neighbourhood of Goruckpore itself?

A. I do not suppose he had.

Q. Whether you recollect, and can swear, to the precise Time of your first hearing the Reports against the Begums?

A. As well as I recollect, it was during the Rebellion of Cheit Sing, or immediately after, that I first heard those Reports.

Q. Will you take upon yourself to swear that it was before the 19th of September 1781?

A. I really cannot.

Q. Where was you at that Time—on the 19th of September 1781?

A. As near as I can recollect, I should suppose on my March from Cawnpore to Illahabad.

Q. Did you ever communicate those Reports to Mr. Hastings, and when particularly?

A. What does the Question mean?

Q. Concerning the supposed Rebellion of the Begums?

A. No; I never did.

Q. Did you ever see or hear of a Letter of the Vizier to Mr. Purling, the Resident at Oude, dated the 19th November 1779, in which the Vizier says, "The late raised Brigade at Futturgur is not only quite useless to my Government, but is moreover the Cause of much Loss both in the Revenues and Customs; the detached Bodies of Troops under other European Officers bring nothing but Confusion to the Affairs of Government, and are entirely their own Masters?"

A. I have read that Letter in England, but I never heard of it in India.

Q. Do you recollect that Mr. Hastings ever made a Complaint to this Effect;—"That the remote Stations of those Troops" (meaning the Troops just described) "placing the Commanding Officers beyond the Notice and Controul of the Board, afforded too much Opportunity and Temptation for unwarrantable Emoluments, and excited the Contagion of Peculation and Rapacity throughout the whole Army?"

A. I have read that Account in England also.

Q. Did you ever hear any such Account in India?

A. I did not.

Q. When Mr. Hastings reformed those Troops upon the Ground of such Complaints,—did he never communicate, or cause to be communicated, to you, or to any other Officer serving in those Corps, so grievous a Complaint?

A. I never knew of any such Communication.

Q. (by Counsel.) You have stated the Expulsion of Genoo Roy from his Country,—whether Genoo Roy was expelled from his Country before he had shewn a Spirit and Purpose of retaining that Country hostilely against his Sovereign?

A. Genoo Roy, previous to his Expulsion, had collected a large Force, and had fortified his Fort and Town, and thrown up considerable Outworks.

Q. Did you apply to have Admission into his Town?

A. Yes.

Q. What Answer did you receive to that Application?

A. Previous to my making the Attack upon his Town, I sent down the Native Adjutant of the Battalion, requiring the Gates to be opened, and the Vizier's Troops to be admitted; the Adjutant returned and told me that the People were all under Arms, and would not open the Gates, and that they had the Rajah's Orders to oppose the Entrance of the Vizier's Troops.

Q. Had not the Rajah, by the Custom of the Country, an Alternative, either to hold his Country at the increased Rent demanded of him, or, upon his Surrender thereof, to have the customary Allowance called a Nankar—a certain Proportion of the gross Rents by the Person who succeeded him?

The Managers for the Commons objected to the Question, as a new Examination in Chief.

The Counsel for the Defendant were heard in Answer to the Objection.

The Question was read by the Clerk, as follows:

Q. Had not the Rajah, by the Custom of the Country, an Alternative, either to hold his Country at the increased Rent demanded of him, or, upon his Surrender thereof, to have the customary Allowance called a Nankar—a certain Proportion of the gross Rents by the Person who succeeded him?

The Managers for the Commons were informed, that the Inquiry was proper, being merely to explain Matter arising upon the Cross-Examination.

Then the Question was put to the Witness as follows:

Q. Had the Rajah, by the Custom of the Country, an Alternative, either to hold his Country upon the increased Rent demanded of him, or, upon his Surrender thereof, to have the customary Allowance, a Nankar, which is a certain Proportion of the gross Rent paid to him by the Person who succeeds him?

A. By the Custom of the Country, the Rajah certainly had it in his Power to have given up his Country upon the increased Rent being demanded of him: Had he given in, what is called in

the Language of the Country, an Estapha, or Renunciation of the Lands; and in that Case had he made all the Cultivators of the Lands forth-coming, he would have received what is called a Nancar, which is an Allowance from Government, generally from Seven to Ten per Cent. upon the Revenue realized.

Q. Do you know whether the Rajah ever delivered in, or tendered any such Estapha or Deed of Renunciation?

A. I think he never did.

Q. Whether the Pension which appears to have been paid to Bulbudder Sing, by the Begum or the Government of Oude, was not paid him in order to buy off those Incursions which he was in the Habit of making into that Country?

A. I have understood that it was paid him to prevent his making those Incursions into the Country.

Q. You have been asked, upon the Subject of Mustapha Cawn, whether you ever saw the Sentence of his Condemnation, or the Record of his Conviction; whether you are acquainted with the Mode of Trial in that Country, or have been present at any Trials?

The Managers for the Commons objected to the Question.

Q. Do you know, whether any Record is made of Convictions in that Country, or Warrants, or Depositions, or Sentences formally drawn up, or Notes of Evidence taken—Do you know whether such Things exist, or have you seen them, if they do, in that Country?

A. I should suppose in the regular Courts of the Cutcherry they do exist, but I have never seen any of them.

Then the Counsel for the Defendant requested Permission to ask One or Two Questions, which they had omitted to ask upon the Examination in Chief, concerning Treasures deposited in a Zenana, whether such Act of Deposit vested a Right to them, in any of the Women belonging to the Zenana.

The Managers for the Commons said, if the House had no Objection, they had none.

Q. (*by a Lord.*) What did you mean by making the Tenants forth-coming; what is meant by the Expression "forth-coming?"

A. I meant, had he made the Cultivators of the Land forth-coming to the Aumils, that they might have collected the Rents from them.

Q. Then you mean to say something was to be done to have entitled that Person to the Seventh or Tenth of the Profits upon his Resignation;—state more fully what that Person was to do to be so entitled?

A. I mean, that the Person giving up his Lands is obliged to make every Farmer of his Country forth-coming to the Aumils, to the Officers of Government, that they may collect and receive the Rents from the Cultivators of the Land.

Q. Then if he could not make them so forth-coming, he was not entitled to this Allowance?

A. Certainly not.

Q. Whether it is invariably in their Power to make the Tenants so forth-coming: Whether it was in the Power of Ghinoo Roy to make them forth-coming if he pleased?

A. Every Farmer or Cultivator of Land gives a Security, and the Rajah must either have produced the Man or the Person who was Security for him.

Q. (*by a Lord.*) Why should there be a Difference of from Seven to Ten per Cent. upon the Nancar,—whether there is a given Sum, or whether it varies?

A. I mentioned from Seven to Ten per Cent. as the Medium of what has been ever given.

Q. Then it is not any fixed Sum that he has a Right to?

A. It is not a fixed Sum; but it is generally from Seven to Ten per Cent.

Q. Is it then as a Bargain, the best he can make for himself?

A. A great deal of that will depend upon the Manner in which the Rajah conducts himself.

Q. The Nancar is for the Estapha or Resignation?

A. Yes.

Q. Whether you understood the Nancar to be the Inducement to the Resignation, which is necessary to those Persons who gave him the Nancar?

A. Not as an Inducement, but as a Maintenance, when he gives up his Country.

Q. Is the Nancar ever given to those who do not make a formal or instrumental Resignation of it, which I understand to be what they call the Estapha?

A. It never is.

Q. (*by*

Q. (*by a Lord.*) What Steps did Ghinoo Roy take to make the Farmers forth-coming?

A. Ghinoo Roy never gave in his Estapha or Resignation of his Lands.

Q. Did he take any Steps to obstruct their forth-coming?

A. He was expelled the Country, and had it not much in his Power to obstruct them.

Q. What is a Nancar?

A. A Nancar is a Maintenance allowed for the Subsistence of the Rajah upon his fulfilling certain implied Duties, such as I before stated.

Q. You have said it varies between Seven and Ten per Cent.; whether in the Company's Provinces it is not fixed at Ten per Cent.?

A. I cannot say.

Q. Whether you know any Thing respecting the Customs of the East, as to Places of Deposit for their Treasures; and whether Zenanas are not usually employed as Places of such Deposit?

A. Zenanas are generally kept in the most secure Place in the Possession of the Nabob or Rajah who has them; and it is customary for the Nabobs or Rajahs to lodge their Treasure and most valuable Effects in those Places.

Q. Does the Act of depositing Treasures in Zenanas, by the Custom of that Country, confer a Right to those Treasures upon the Women in whose Zenanas they are so deposited.

The Managers for the Commons objected to the Question.

The Counsel for the Defendant were heard in Answer to the Objection.

The Question was ordered to be read by the Clerk, and being read accordingly, the Witness said,

A. I think it does not.

Q. (*by Managers.*) Whether you have ever studied the Law of that Country, Mahometan or Hindoo?

A. No, I never did.

Q. Did you ever put that Question to any Doctor of those Laws, commonly called Pundits, and to whom?

A. No, I never did.

Q. What Means had Ghinoo Roy, or any Person in his Situation, when removed from the Authority in his Zemindary, to make the Tenants answerable for their Payments to the Aumil, Chowdry, or whoever else was in Possession of the Land, so as to make them forth-coming?

A. I think a former Answer I gave perfectly answers the Question: Every Farmer gives a Security to the Rajah for the Payment of his Rents, and the Rajah certainly had it in his Power either to produce the Farmer, or his Security.

Q. By what Means, when he is out of Possession?

A. When a Rajah, or Zemindar, gives in an Estapha, he always remains in his Country, and attends the Aumils or Government Collectors whenever they come into his District, or whenever they summon him to appear before them.

Q. Suppose they should run away, what Remedy has he, if both Farmer and Security run away?

A. The Securities very seldom do run away, and if they did, it would certainly be the Rajah's Fault for having taken a bad Security.

Q. Then in that Case the Rajah had no Means of recovering his Nancar, or Pension?

A. He would certainly forfeit his Right to it, in Consequence of the Engagements they always, in these Cases, come under: or he would be obliged to make up the Deficiency of Revenue arising from his not producing the Farmer or his Security.

Q. As this Nancar is reserved upon the Rents received by the Aumil who succeeds, what Way has the dispossessed Rajah of compelling the Aumil to come to an Account with him upon that Subject, or of finally compelling him to pay the Nancar at all?

A. I never heard that an Aumil refused to pay the Nancar, if the Rajah fulfilled his Engagements; and he could have Recourse against the Aumil, were he inclined to refuse paying it, by a Complaint to the Vizier; but I believe it never happened, that the Aumil refused to pay the Nancar, if the Rajah fulfilled his Engagements.

Q. Have you then never heard of an unjust and oppressive Aumil in that Country?

A. Of many.

Q. Whether

Q. Whether, or no, the Nabob of Oude was sufficient Master of an English Collector in that Country, so as to punish him for any Act of Oppression of his, or of his Aumil?

A. I cannot possibly suppose, that the English Collector or Aumil would ever refuse paying the Rajah; and the general Confidence that takes Place among Mankind renders the Supposition almost impossible.

Q. Was it always easy for a Rajah to have Access to the Nabob of Oude, to obtain Justice against an Aumil in such a Case?

A. I never knew of such a Case happening.

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House, they would next call John Wombwell Esquire.

Accordingly JOHN WOMBWELL Esquire, was called in, and being sworn, was examined as follows:

Q. When did you first arrive in India?

A. In the Year 1776.

Q. When did you leave it?

A. In the Year 1787.

Q. Did you continue there during all that Time?

A. I did.

Q. When did you first go to Lucknow?

A. I believe in 1779.

Q. When did you quit it?

A. In 1787, I believe.

Q. In what Capacity did you reside at Lucknow?

A. In several, as Paymaster, Auditor General, Accountant, and Treasurer.

Q. Was you at Lucknow when Intelligence arrived there of the Insurrection of Cheit Sing?

A. I was.

Q. What was the general Report with respect to the Conduct of the Begums, as connected with that Rebellion?

A. They were believed, by every Body I saw, to be hostile to the English.

Q. Did you ever hear that Fact doubted in India?

A. I did not; it was generally believed.

Q. Did you yourself believe it then, and do you believe it now?

A. Certainly.

Q. Did you ever hear of a 1,000 Nudjebbs having left Lucknow at any Time during the Months of August or September, in the Year 1781?

The Managers for the Commons objected to the Question.

The Counsel for the Defendant were heard in Answer to the Objection.

The Witness was asked,

Q. Do you know whether or not, in Point of Fact, One thousand Nudjeebs marched from Lucknow in the Months of August or September 1781 to the Assistance of Cheit Sing?

A. I do not know.

Q. Could they, according to the best of your Judgement, have marched from Lucknow without your knowing it, or having some Intimation of it?

A. I believe not.

Q. Had you ever any Intimation of it?

A. No.

Q. Of what Description of Persons were the Jaghiredars in general?

A. There were several Descriptions there;—Orderlies of the Nabob and others.

Q. Do you mean amongst the Persons who had Jaghires in the Nabob's Dominions?

A. I do.

Q. Were those, in general, Persons of good or bad Character ?

A. They had no Character at all.

Q. Did you know a Person of the Name of Bowanny Sing;—Look at that List and mention the Names you do know ?

Then a Paper was shewn to the Witness.

A. I remember most of them.

Q. Mention their Names ?

A. Bowanny Sing, Mico Sing, Mamosty Sing, Nawaub Sing, Subah Sing, and another whom I do not recollect at this Moment;—Sannata Cawn.

Q. Were the Names you have mentioned Orderlies ?

A. They were so; I have not a Doubt of it.

Q. Was the Possession of Jaghires in Oude beneficial or injurious to the good Government and Prosperity of the Country ?

A. They ~~were~~ have been injurious when given to such Men.

Q. Independent of the Characters of those Persons who held them, was there any Thing in the Tenure itself that was injurious in the Respect already mentioned ?

A. I am not sufficiently acquainted with the Subject.

Q. Having resided in India during Twelve Years, in what Estimation was the Character of Mr. Hastings generally held by the Natives of the Country ?

A. I do not believe there was a Name in Europe more revered than the Name of Mr. Hastings was by the Natives of India.

Q. Do you mean by the Term was—is ?

A. Is.

The Counsel for the Defendant desired the Two last Questions and Answers might be read.

The same were read accordingly by the Clerk, as follows :

‘ Q. Having resided in India during Twelve Years, in what Estimation was the Character of Mr. Hastings generally held by the Natives of the Country ?

‘ A. I do not believe there was a Name in Europe’—

The Witness said,

In the World.

The Clerk continued to read,

‘ —More revered than the Name of Mr. Hastings was by the Natives of India.’

‘ Q. Do you mean by the Term was—is ?

‘ A. Is.’

Q. (by a Lord.) By no Name in Europe, you mean no European ?

A. Certainly.

Q. (by Counsel.) Do you mean it is impossible for any Name in any Country to be held in higher Estimation than that of Mr. Hastings was, and is, in India ?

A. I do.

Q. Do you know whether the Nabob's Debt to the Company was liquidated during the Year 1784-5 ?

A. It was, except a small Balance that was paid up afterwards by him;—a very small Balance;—I do not recollect what.

Cross-examined by the Managers for the Commons.

Q. What Age was you when you first went up into the Country of Oude ?

A. About Twenty-eight or Twenty-nine.

Q. In what Situation was you, before you went up into Oude ?

A. Superintendent of Saltpetre at Purnea.

Q. Do you undertake to say that you knew of every Corps of the Nabob's Troops which marched at any Time from Lucknow during your Residence there ?

A. No; I do not pretend to say it.

Q. Then a Corps may have marched out of that Place without your Knowledge?

A. I should think not at that Time.

Q. Had you an official Account of all the Troops which marched with the Nabob when he left Lucknow in that Year?

A. No.

Q. Do you not know that in general some considerable Bodies of Troops did march with the Nabob?

A. He always had Troops with him upon his March.

Q. Do you know whether there were not among the Jaghiredars Persons of other Descriptions than those Orderlies that you mentioned?

A. Certainly.

Q. Had not the Nabob's Mother and Grandmother Jaghires?

A. They had.

Q. Had not some of the Nabob's Uncles, and other very near Relations, Jaghires?

A. I believe so.

Q. Had not other Mahometans of Distinction Jaghires?

A. I believe so.

Q. Were not some of them conferred in the Time of the Nabob Shujah ul Dowlah, or earlier?

A. I do not know when they were conferred.

Q. Have you not Reason to think that some of them were of long standing?

A. I do not know when they were conferred?

Q. Whether those Orderlies, who had Jaghires, were not placed in those Jaghires by the reigning Nabob Asoph ul Dowlah himself?

A. They were; I believe they were.

Q. Whether they were not Persons in the Nabob's Favour?

A. Undoubtedly.

Q. Whether the Nabob would not probably have a Reluctance to the Removal of Persons who owed their Situation to his Favour?

A. I believe they were Men of very little Consequence even to himself.

Q. Whether you was at Lucknow when several Effects were delivered by the Begums, in Discharge of the several Demands that were made upon them?

A. I heard that they were.

Q. In what official Situation was you when those Effects were brought to Lucknow?

A. I was Paymaster General to the Vizier's Troops under the Command of British Officers—no; I believe I was then Accountant to the Resident.

Q. You was in the Resident's Office?

A. Yes.

Q. Was it only in Mr. Bristow's Time that any Effects of the Begums were delivered up for the Use of the English Government?

A. I recollect but One.

Q. Were there no Effects of the Begums delivered up during Mr. Middleton's Residence,—no Jewels, no Plate, no Cloaths?

A. I recollect but One.

Q. Do you mean in Mr. Middleton's Time?

A. It was immediately after the Affair at Fyzabad.

Q. Then do you not recollect One Delivery in the Time of Mr. Middleton?

A. I recollect no Delivery, but only a Report that such Things were brought to Lucknow.

Q. Do you not recollect there was more than One such Delivery?

A. I do not; I recollect no Delivery, but a Report.

Q. Was you not an Accountant in Mr. Middleton's Office at that Time?

A. I was; no;—I was Paymaster at that Time, I believe; upon my Honour I do not recollect, but I believe I was Paymaster.

Q. Can you swear that you know nothing of the Transactions in Mr. Middleton's Office at that Period of Time?

A. I can swear I know nothing with regard to the Question of the Treasures brought from Fyzabad.

The last Question was read by the Clerk.

Q. Can you swear that you know nothing of the Transactions in Mr. Middleton's Office at that Period of Time?

A. No; it is impossible to swear that.

Q. Then you are asked particularly what Transactions in Mr. Middleton's Office you were likely to know, and what not—What Transactions you do know, and what not?

A. I never was in Mr. Middleton's Office.

The Counsel for the Defendant objected to the Question.

The Managers for the Commons were heard in Answer to the Objection.

The last Question and Answer were read by the Clerk.

Then the Witness was asked :

Q. Whether or no it was not understood that the official Situations in which you was, were subordinate to the Resident, and controulable by him?

A. Not, ~~after~~ I was Paymaster certainly.

Q. Was it, when you was Auditor, Treasurer and Accountant?

A. When I was Treasurer, there was no Resident.

Q. Whether those Offices of Accountant, Auditor, and Treasurer, are not, in the usual Course of Business in the Province of Oude, subordinate to the British Resident there?

A. The Office of Paymaster was not : The Office of Accountant, when there was a Resident, certainly was;—I was Accountant when there was no Resident.

Q. Was not that of Treasurer?

A. There was no Resident when I was Treasurer.

Q. The Question is, whether, in the ordinary Course and Constitution of the Office, those Offices are not subordinate to the Resident when there is one there?

A. The Paymaster was not; the Accountant was when there was a Resident; the Treasurer was an Appointment formed when the Resident was recalled.

Q. Then how comes it that, in the Course of that Affair, you come to know nothing at all of the Money Transactions between the Begums and the Resident?

A. Because I had nothing to do with them.

Q. If Money was received from the Sale of the Begums Effects, who was to receive that Money on Account of the English?

A. The Resident was to receive it from the Nabob, the Paymaster received it from the Resident.

Q. Are you sure that you were neither Auditor, nor Accountant, nor Treasurer, at any of the Times of Receipt of Money or Effects from the Begums?

A. I was Paymaster and Auditor to the Vizier's Troops at the Time I first heard these Reports.

The last Question and Answer were read by the Clerk.

The Witness said,

I do not remember to have heard of them at any other Time.

Q. The Question is, whether, at any Time of the Receipt of Money or Effects from the Begums, you were in any Office of Treasurer, Accountant, or Auditor, at any Time of receiving any Money or Effects from the Begums?

A. I recollect such Report only once, and then I was Paymaster and Auditor; I believe so, but I do not recollect.

Q. Whether, at any of those Periods of Time, you was in any of those Offices, or in any of such Office as the Question described?

A. I recollect the Report but once, and I never was at Lucknow but in Office.

Q. Whether you can undertake to swear that you were not in any of those Offices at such Times, at any of the Times when any Goods or Money were received by the Office from the Begums, during the Period of the Year 1782?

A. I never received any of the Effects.

The Question was objected to as having been answered already.

The

The last Five Questions put to the Witness, and his Answers thereto, were ordered to be read.

The same were accordingly read by the Clerk.

Q. (*by Managers.*) Can you correctly recollect whether you were in no Office of Account at the Time you heard the Report of the Delivery of the Begums Effects or Money, after the beginning of January 1782?

The Counsel for the Defendant objected to the Question.

Q. (*by Managers.*) Whether you will swear you was not, at the Time you heard that Report, in the Office of Accountant General?

A. I was always in the Office of Accounts, but not in any that had to do with the Begums; indeed I recollect nothing about the Matter.

Q. Will you undertake to swear you was not an Accountant in the Office of Receipt and Account, not Paymaster in particular, but whether you can swear you was not Accountant General at that Period of Time?

A. I do not recollect the Period.

Q. The Period was subsequent to January 1782?

A. Nothing will be so easy as to refer to the Appointment, which was public.

Q. (*by a Lord.*) From what Time to what Time were you in that Office?

A. I do not recollect.

Q. (*by Managers.*) Will you take upon you to swear that you heard the Reports against the Begums, before October 1781?

A. The Reports I heard were at the Time of the Rebellion of Cheit Sing, the Reports I heard were at that Time.

Q. Can you swear it was before October?

A. I certainly cannot swear it.

Q. Did you make any Report to Mr. Hastings of the Information you received, concerning the Rebellion of the Begums, and when?

A. No.

Q. You say you believe no one doubted of the Begums Rebellion, did you ever converse with Mr. Bristow upon that Subject?

A. I do not recollect—I dare say I have—but I do not recollect.

Q. Did Mr. Bristow entertain no Doubt of it?

A. I do not remember, but I dare say he had Doubts about it—I do not at this Moment recollect any Conversation I had with Mr. Bristow on the Subject.

Q. Was you at Lucknow when Sir Elijah Impey was there, taking Affidavits upon this Subject?

A. I was.

Q. Whether you know how you came not to be examined upon it then?

A. I really do not.

Q. What is the Amount of your Commission of One and an Half per Cent. upon the Receipts?

The Counsel for the Defendant objected to the Question.

The Witness said, he had no Objection to answer the Question.

Q. What was the Amount of that Commission *communibus annis*?

A. There was but One Year I received, or a Year and an Half—I stated it to the Directors at about 15,000 l.

Q. What other Emoluments had you?

A. No other Emoluments but what were public, and they are in the Accounts.

Q. What other public Emoluments had you?

A. There were none but the public Emoluments.

Q. None, during your holding that Office?

A. None.

Q. What

Q. What other public Emoluments were there besides the Commission?

A. The Establishment of the Office.

Q. What was the Establishment?

A. There were several Servants, the Amount of the Whole between 4,000 or 5,000 Rupees a Month.

Q. What other official Advantages, Emoluments, and Salaries, had you, besides the One and an Half per Cent. Commission?

A. There was an Establishment for the Office, I believe between 4,000 and 5,000 Rupees a Month, which included the Whole Expence of the Office—it is stated in the public Accounts, and regularly stated every Month.

Q. (by Counsel.) Whether, besides public Emoluments that appear upon the public Accounts, there were any private Emoluments which you received?

A. None, and no Man doubts it.

Q. (by Managers.) By whom, and by whose Interest was you appointed to the Office in which you received a Commission of 1 and an Half per Cent. upon the Receipts, as well as the other official Emoluments?

A. By the Board.

Q. Do you mean the Governor General and Council, or not?

A. Certainly.

Q. Whether you know of any Pensions paid by the Vizier to the English, through the Resident

or the Accounts of my Office in England, and I can tell by referring to them.

Q. Have you any Objection to producing that List of Pensions, and verifying it upon Oath?

A. I have a List of Pensions—the Books I have are Copies of the Books, I believe, that are in the House.

The Managers for the Commons desired the following Question, before put to the Witnesses, might be read.

The same was accordingly read by the Clerk; viz.

Q. Whether you know of any Pension paid by the Vizier to the English, through the Resident or yourself?

A. I have the Accounts of my Office in England, and I can tell by referring to them.

Then the Witness was asked,

Q. Do you know of any such Pension?

A. My Accounts were all public.

Q. Do you know of any Pensions on that Account?

A. I do not know of any Pensions.

Q. Whether you know of any Resident's Pension paid at Oude, to the English, through the Resident, yourself, or any other Person—Do you know whether any Pensions were paid at Oude by the Resident, yourself, or any other Person, to British Subjects?

A. There were several British Subjects who held Offices, whether they were Pensions or not—there were many English Gentlemen that held Offices, and received Salaries.

Q. Whether you know of no English Subject that received a Pension, without holding an Office, or that received a Pension over and above his Salary?

A. If the Honble. Manager will do me the Favour to mention any particular Person, I may answer, but I do not recollect any—I believe there was an Office attached to every Salary that I paid, that I recollect.

Q. Then, you swear positively, that you do not recollect any English Person receiving a Pension from Oude, except those who had an Office?

A. I do not certainly—I mean to answer that I do not at this Moment recollect it, but I may be mistaken.

Q. (by Counsel.) Have you any Knowledge respecting the Fact to which you are examined, except your public Accounts?

A. None at all.

The Counsel for the Defendant submitted, that the Witness having answered as above, the Managers ought to produce the Accounts, if they meant to make them a Part of their Case.

The Managers for the Commons were heard in Answer to the Objection.

The Managers for the Commons were informed by the House, that after the Witness had said he had no other Knowledge except the Account, and no Recollection distinct from the Account, the Account itself was the best Evidence.

The Witness said,

A. The Accounts are public Accounts; I have no other.

Q. (*by the Managers.*) Whether you know of any Pensions paid by the Resident?

A. I know of none.

Q. Do you know any Thing of Mr. Trevor Wheeler receiving a Pension?

A. Mr. Wheeler was my Deputy Paymaster General.

Q. What did he receive for that?

A. I am ashamed to say—I do not recollect—but it is in the public Account.

Q. Do you or not know that he received a Pension over and above the Salary different from any other Person in the same Situation?

A. Yes, I do;—I have heard of it; but what it was I really do not know.

The Counsel for the Defendant repeated their Objection to the Examination.

The Counsel for the Defendant were informed that the Witness had said, ‘If particular Names were mentioned to him, he might be able to answer.’

The Witness was asked,

Q. Do you know whether Major Palmer ever received any Allowance?

A. I do not know of any Pension paid to Major Palmer; I do not know of any; I have heard it from mere Report.

Q. Was you not Accountant General at that Time?

A. I was.

Q. Whether you do not know that Major Palmer had a Pension?

A. He was the Agent, and had a Salary as Agent.

Q. Agent to whom?

A. To the Governor General.

Q. Who had he his Salary from?

A. I do not at this Moment recollect whether I paid it or not; if I did, it is in the public Accounts.

Q. You do not recollect whether you did pay him that Salary or Pension, or not?

A. I have been very ill since that Time, and a great deal of it has gone out of my Memory; I know Nothing but what is in the public Account.

Q. Whether you do not know that Mr. Palmer, a confidential Friend of Mr. Hastings, had a Pension paid to him?

A. I have no private Accounts; they were public Accounts, and transmitted regularly to the Board. I do not recollect, at this Moment, whether Major Palmer received a Salary or not: I am ashamed I do not recollect it, but I do not.

Q. Do you know the Difference between a common Salary and a Pension?

A. Certainly. But Pensions I paid none. There were no Pensions.

Q. Then you swear that you do not know or recollect that you paid any Pension or Salary to Major Palmer?

A. I paid Nothing privately; all that I paid was public, and are in the Accounts—if that is what is meant.

Q. What Accounts?

A. The Accounts publickly transmitted monthly to the Board.

Q. Give a distinct Answer:—Did you ever make any and what Payment to Major Palmer, and upon what Account?

A. I have already stated that I am ashamed to say I do not recollect what it was at this Moment, but it is in the Account;—I paid Nothing privately, if I did pay it, I paid it publickly.

Q. Do you undertake to swear that you paid no Salary to Major Palmer, or Pension or other Payment, than those which appear in the public Accounts transmitted to the Board?

A. Most readily.

Q. Had

Q. Had Mr. Thomas, the Surgeon, a Pension paid to him?

The Counsel for the Defendant objected to the Examination.

A. He had a Salary.

Q. Do you recollect paying it to him?

A. Yes, I do; but I do not recollect, at this Moment, whether the Agent received his Salary from me or not: I do not know whether he received it from me, or whether it was paid at Calcutta by the Treasury.

Q. Can you undertake to say it was not paid by the Resident?

A. There was no Resident at that Time.

Q. When Pensions were paid, from whose Funds were they paid, from the Company's Treasury, or the Vizier's?

A. In Lucknow they were paid from the Vizier's. All that came from the Vizier were paid from His:—Public Salaries I mean. I believe the Agent had a public Salary, I do not recollect; but nothing is so easy as to refer to the public Accounts.

Q. Whether you know of any Accounts produced by Major Palmer, in the Year 1785?

A. I do not.

Then the Managers for the Commons shewed a Paper to the Witness, which they stated to be, an Extract of the Proceedings of the Governor General and Council in the Secret Department, of the 3d of May 1785, and to be contained in a Collection of Papers, which the Committee of Managers made for their own Information.

And the following Question was put to the Witness:

Q. Whether the Pensions there stated, are in the monthly Accounts transmitted by you to the Board?

A. There is one Account of, 'paid, Mr. Willes,' that I did not.

The Witness was informed by the House, that the Question was not Whether he paid them or not, but,

Q. Whether those Payments were entered in his monthly Accounts?

A. I really cannot say, but I am ready to produce the Monthly Accounts—I paid nothing privately—I paid none but what is in those Monthly Accounts.

Q. (by Managers). Then since you cannot say whether they are in the Monthly Accounts, you are desired to call to Memory, whether or no the Payments said to be paid in this Account now laid before you, were paid by you, or not?

The Counsel for the Defendant objected to the Question.

The Witness was asked,

Q. Whether you have not sworn whatever Pensions were paid to the English from the Nabob, were paid to you?

A. It is impossible I could have sworn to what the Nabob did.

Then the following Question, before put to the Witness, and his Answer to the same, were read by the Clerk.

Q. When Pensions were paid, from whose Funds were they paid, from the Company's Treasury, or from the Vizier's?

A. In Lucknow they were paid from the Vizier's. All that came from the Vizier were paid from His: Public Salaries I mean. I believe the Agent had a public Salary—I do not recollect, but nothing is so easy as to refer to the public Accounts.

Then the Witness was asked,

Q. Would you be understood to say, that to the best of your Knowledge, the Pensions paid to the English from the Vizier's Funds, were not paid to you?

A. I know nothing but what I paid myself.

Q. Are you understood rightly, that as far as you know all the Payments you made upon Account of the Vizier, all that came from the Vizier, all Payments on the Part of the Vizier to the English that came through you, appear upon the public Accounts;—Is that so?

A. Yes, and I know of no other.

Then the last Question and Answer were read by the Clerk.

And the Witness added to his Answer,

Yes certainly.

Q. Then

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Q. Then say whether you have heard and believe that Major Palmer had a Pension or some Payment made to him on Account of the Nabob?

The Question was objected to.

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House they would next call Mr. Auriol.

Then the Court adjourned to the Chamber of Parliament.

Die Fovis, 18^o Aprilis 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant they might proceed with his Defence.

The Counsel for the Defendant desired Mr. Auriol might be called in.

JAMES PETER AURIOL Esquire was accordingly called in; and being sworn, was examined as follows :

Q. Was you in the Company's Service ?
A. Yes.

Q. In what Capacity did you serve, and how long ?

A. I went out as a Writer in the Year 1770; I remained in Bengal till the End of the Year 1783.

Q. Was you at Calcutta in the latter End of the Year 1781, and in the Beginning of the Year 1782 ?

A. I might add to that Answer, that I was Secretary to the Government there, from August 1775 till I left India. I was at Calcutta in the End of 1781, and in the Beginning of 1782.

Q. Do you remember any Letter being received from Mr. Hastings, dated the 29th of November 1781 ?

A. I would beg Leave to ask if the Question means a Letter containing the Treaty with the Nabob Asoph ul Dowlah.

Q. Yes, that Letter ?

A. That Letter, I believe, was received in Course at the Presidency, by the Members of the Board to whom it was addressed—I remember it's being brought to the Board.

The Counsel for the Defendant said, they should have stated that the Purpose of the present Examination was to refute an Assertion of the Managers for the Commons, in Page 799 of the printed Minutes, " that no such Letter as the above-mentioned Letter of the 29th of November 1781, was written at that Time, or received or entered upon the Consultations at Calcutta."

The Witnesses was asked ;

Q. Whether any such Letter was received in due Course at Calcutta, at that Time ?

A. I was in the Course of my Answer—It was received in Course at Calcutta, by the Members of the Board to whom it was addressed;—I remember seeing it in Council a considerable Time before the sailing of the Swallow Packet, which, I believe, sailed about the End of December. The Letter remained in the Possession of Sir John M^c Pheflon. I applied to him for it repeatedly, that it might be entered upon the Records, and transmitted to Europe by the Swallow, but he did not deliver it to me. I believe he told me, by Note, it was not necessary to send it by the Swallow, or something to that Purport. Afterwards, upon Mr. Hastings's Return to Calcutta, I think I mentioned to him, that the Letter had not been entered; and as well as I can recollect, his Answer was, that a Duplicate came down with the Narrative, and that the entering therefore of the Original was of no Consequence, it would answer no Purpose. The Duplicate was annexed to the Narrative, which was entered of Course.

Q. The Narrative and that Duplicate, were they sent to the Court of Directors ?

A. They were sent home to the Court of Directors by the Nancy, I think.

Q. Was there a Letter at the same Time sent home, of the 23d of January 1782 ?

A. I would beg to ask the Purport of that Letter, because I cannot remember Dates.

Q. It contained an Account of the Measures adopted with respect to the Begums, and then in Prosecution at Fyzabad ?

A. I remember there was such a Letter, and I believe it was entered on the Consultations, and transmitted home; whether a Copy of it was sent a Number in the Packet besides, I cannot say: the List of the Packet will determine.

Q. You have stated that you was Secretary to the Board at this Period, in what State was the Credit of the Bengal Government in the latter End of the Year 1781?

A. The public Credit at that Time was entirely exhausted; every possible Means had been taken to raise Money upon Loan, and the Bonds granted bore a considerable Discount; the Treasury was opened for further Loans, but no Sums were paid in; the Treasury was insolvent; the Drafts granted upon it by the Board, and payable at Sight, were often a considerable Time unpaid.

Q. In what Way, or from what Resources, were the other Dependencies at that Time supported—Madras and Bombay?

A. I believe entirely from Bengal; I believe they relied upon Bengal only for their Support for carrying on the War. The Presidency of Madras paid for almost every Thing in Drafts upon Bengal, which Drafts bore a considerable Discount the Moment they were issued, and were never regularly paid when due, or hardly ever, I believe.

Q. Had you yourself been present, and seen the Condition of the Presidency of Madras a little before that Period?

A. I went to Madras in the Year 1781 for the Benefit of my Health. I remained at Madras till August 1781. The Settlement of Madras was in the greatest possible Distress for Provisions of every Kind. Hyder Ally was in Possession of all the open Country up to the Gates of Madras. While at Madras I was frequently prevented from taking the Air out of the Fort, on account of the Danger from straggling Parties of Hyder's Troops, and the Inhabitants of Madras were generally prevented from going out on that Account from Madras. A Sea Voyage had been recommended to me; I went down in the Lively Packet, I believe it was in April or May, about April 1781 and visited Sir Eyre Coote, who was then in Command of the Army at Cuddalore. He told me the Army had then only Three Days Provisions; and he marched out, I believe, the next Day, or the Day following, and gave Battle to Hyder Ally.—In coasting it along, I saw the Horizon in Flames every Night from the Devastations supposed to be occasioned by Hyder and his Followers.

The Counsel for the Defendant stated, That it having been asserted by the Managers for the Commons, 'that whatever the Circumstances of the Danger might have been pretended to be in the Dominions of Oude before the Time of signing the Treaty of Chunar, yet that after that Time, and after the Seizure of the Treasures was determined upon, no State Necessity whatever existed upon which the Defendant could justify that Measure;' (a)

They would next ask the Witnesses,

Q. Whether the Distress he had described, ceased at the Time of the Treaty of Chunar, which was the 19th of September 1781?

A. I think the Distresses and Difficulties increased from that Time till the Conclusion of the War.

Q. Do you know whether the Troops in the different Stations of the Army were considerably in Arrear after that Period—after the 19th of September 1781?

A. The Troops were in Arrear differently according to their different Stations; and so much so, that as the Treasury could not answer the Drafts made upon it by Government, for the current Services, I think I recollect an Order of the Board, that the Disbursements of the Army should have a Preference to all other Demands: Notwithstanding which they still continued in Arrear, and the Military Paymaster General in his monthly Applications to the Board for Cash, was directed and did state the Sums which the Troops were in Arrears, as well as I recollect.

Q. You have given an Account of the State of the Credit of the Bengal Government, whether you confine that to the Year 1781, or whether it continued to 1782 in that Respect?

A. I think I have said, that the Difficulties increased; to explain that, I may add, that the Sum usually allotted for the Investment being near a Million Sterling, or about a Million Sterling, was diverted from that Object, and an Investment was supplied by the Subscriptions of Individuals who were repaid by Bills upon England, and further by Certificates granted upon the Opium sent to China, exchangeable there for Bills upon the Company in these Two Methods.

Q. Do you remember any general Report prevailing respecting the Conduct of the Begums towards the British Government in the Year 1781, and what Part they took?

A. I returned to Bengal from Madras about the 1st of September 1781; the first Report I heard upon my Arrival in the River, was of the Rebellion of Cheit Sing, and the dangerous Situation in which Mr. Hastings was. From that Time, the News received from that Quarter was by no Means regular, but was the daily Topic of Conversation; and the Disaffection of the Begums, and the Assistance offered by them to the Endeavours of Cheit Sing, were talked of as Subjects of common Report; I never heard their Disaffection doubted, nor do I myself doubt it.

Q. How long afterwards did you stay in India?

A. I mean that while I was in India;—I never heard it doubted while I was in India.

Q. Have you yourself to this Hour had any Reason to doubt of that Report?

A. None.

Q. Having stated the Length of Time that you was in India, in what Estimation, during the whole Period of your Stay in India, was the Character and Conduct of Mr. Hastings held?

A. I believe no Person existing has a more perfect Knowledge of India and its Inhabitants than Mr. Hastings: I think no Man could be more zealously attentive than he was to advance the Prosperity of the Country; to secure the Welfare and Happiness of the People; and at the same Time to promote the Interests of his Employers and the Parent State. The Inhabitants of India, both Europeans and Natives, with very few Exceptions, revered and loved Mr. Hastings for his able and good Conduct in public Life; and admired and esteemed him for his Benevolence and Humanity in private Life. I believe there never was a Character in India which stood higher with the People there than Mr. Hastings, both for his public and private Virtues.

Cross-examined by the Managers for the Commons.

Q. What Time did you first hear of this Disaffection and Rebellion of the Begums, precisely?

A. As nearly as I can speak, it was between the Month of September and the End of the Year.

Q. Whether you can swear that you heard it at any Time before the Month of November 1781?

A. I cannot positively swear to it; I am not certain whether it was so soon as that. The Communication was interrupted—

Q. Whether you did not say that you did not know of any Person in India who doubted it whilst you remained there?

A. I meant to say I never heard it doubted, to the best of my Recollection, while I was there.

Q. Whether you was Secretary to the Board at the Time a Motion was made by Mr. M^rPherson, or by Mr. Stables, upon that Subject?

A. I remember a Motion, I think by Mr. Stables, to institute some Enquiry in consequence of Orders from the Court of Directors respecting the Begums. The precise Terms of those Orders I cannot say I do recollect.

Q. Whether those Orders did not fully imply a Doubt upon that Subject?

A. I beg the Orders may be referred to.

Q. Answer, upon your Memory, whether those Orders did not imply a Doubt of the Share which the Begums had in that Rebellion?

The Counsel for the Defendant objected to the Question.

The Managers for the Commons were heard in Answer to the Objection.

The Managers for the Commons were informed by the House, that the Question could not be put.

Q. Whether in the Proceedings of the Board, upon the Letter from the Court of Directors, you had not Reason to observe, that there was a Difference of Opinion upon that Subject in some of the Members of the Board itself?

The Counsel for the Defendant objected to the Question.

The Witness said,

A. I have no Sort of Objection to state my Recollection upon the Subject, as far as it goes; it may or not be accurate, and the Proceedings themselves will shew the Difference, if there should be any. I recollect an Order from the Court of Directors, that some Enquiry should be made concerning the Rebellion of the Begums, and that this Order remained some Time without any Notice being taken of it by the Board; after which, I think, Mr. Stables wrote a Minute, proposing, that it should be carried into Effect: It was carried against the Question, as tending to renew a Subject which was then obsolete. That, as far as I can speak from Recollection, was the State of the Case—I am not sure; the Proceedings are the best Authority.

Q. Did you, or did you not, ever hear the Disaffection of the Begums doubted at the Council Board?

A. I cannot recollect that I did; I am not certain that the Minute of Mr. Stables went so far as to express a Doubt of his own; speaking from Memory, I should rather think not, and that was a long Time after the Event.

Q. Whether you was not concerned as Contractor for the Provisions sent from Calcutta Madras, and charged upon Mr. Hastings as an Offence in the present Impeachment?

A. I had no Contract; I was appointed by the Board Agent for Supplies to the other Presidencies—and, I believe, the Subject of this Agency is a Matter of the present Impeachment.

Q. (*by Counsel in Reply.*) Whether Mr. Stables was in India at the Time of Cheit Sing's Insurrection?

A. No; I believe he arrived some Time afterwards.

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House, they would next call Captain Michael Symes.

Accordingly Captain MICHAEL SYMES was called in; and being sworn, was examined as follows:

Q. Did you know Mr. Scott of Taundah?

A. I did.

Q. Is he dead or living?

A. He is dead.

Q. When did he die?

A. He died the latter End of January last.

Q. Where?

A. In Ireland.

Q. Do you know whether, about that Time, Mr. Scott was preparing to come to England to give his Testimony upon this Trial?

A. He was.

The Witness was directed to withdraw.

Then WILLIAM PAXTON Esquire was called in, and being sworn, was examined as follows.

Q. Did you know Major M'Donald in the Service of the East India Company, and who served under Colonel Hannay in Oude?

A. I did.

Q. Is that Gentleman yet in India?

A. I believe so—I had a Letter from him, dated February 1792.

Q. From what Place?

A. I am not sure of the Place—somewhere in India—I believe from Cawnpore.

Q. Do you believe he is since returned?

A. No.

Then the Witness was directed to withdraw.

Then Mr. WRIGHT was again called in, and examined as follows:

Q. What Office have you at the East India House?

A. Auditor of India Accounts.

Q. What was the Amount of the Debt due from Sujah Dowlah at the Period of his Death, on the 26th of January 1775?

A. 44,1,877 Oude Sicca Rupees.

Q. What is it in Pounds Sterling?

A. I have not reduced it; I believe, 480,000 l.

Q. What was the Amount of the Cash received from Oude, from September 1781 to September 1785, inclusive?

A. £. 4,291,976 valuing the Current Rupee at Two Shillings.

Q. Have

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Q. Have you any Account of the Military Expences in India, for the Years 1778-9, 1779-80, 1780-81, and for the Three succeeding Years?

The Witnefs produced a Paper, and faid,

A. I have fuch an Account in my Hand.

Q. Is that a correct Account of the Amount of thofe Expences?

A. It is, as taken from the Company's Books received from India.

Then the Account was delivered in at the Table, and is as follows :

" Military Expences in India, 1778-9 to 1780-1.

				1778-9.	1779-80.	1780-1.	Total.
Bengal	—	—	£. Sts	1,636,226	2,103,593	2,269,846	6,009,665
Madras	—	—	—	930,163	662,218	935,022	2,527,403
Bombay	—	—	—	370,114	213,824	450,000	1,033,938
£. Sts				2,936,503	2,979,635	3,654,868	9,571,006

" Military Expences in India, 1781-2 to 1783-4.

				1781-2.	1782-3.	1783-4.	Total.
Bengal	—	—	£. Sts	2,580,395	2,176,507	2,086,596	6,843,098
Madras	—	—	—	1,154,196	1,553,877	1,524,776	4,232,849
Bombay	—	—	—	561,265	549,144	757,209	1,867,618
£. Sts				4,295,856	4,279,128	4,368,581	12,943,565

" N. B. In the foregoing Account, Current Rupees are valued at 2 s.—Pagodas at 8 s.—and Bombay Rupees at 2 s. 3 d. each.

" East India Houfe,
19th April 1793.

" Errors excepted.

W^m Wright,

Auditor of Indian Accounts."

The Witnefs was directed to withdraw.

Then Mr. HUDSON was again called in, and examined as follows :

Q. Whether you have carefully examined the Records of the India Houfe, for the Purpose of difcovering whether, in any Document of any Defcription, the Begums, or their Minifters, ever asserted that their Jaghires were held for Life, or that they were entitled to hold their Jaghires for their Lives—did you find in a fingle Instance, that they ever did assert that Right?

A. No; I did not.

Q. Have you fearchcd for the Purpose?

A. I have.

Q. Whether you have carefully examined the Correspondence of Mr. Bristow with the Board, and his Letters, which appear upon the Consultations?

A. I have.

Q. Did you difcover, in any one Letter of Mr. Bristow, an Opinion expreffed denying the Begums Hostility to the British Government?

The Managers for the Commons objected to the Queftion.

The Counsel for the Defendant were heard in Answer to the Objection.

The Witnefs faid,

A. I have not.

Cross-examined by the Managers for the Commons.

Q. Have you read the Translation of the Treaty with the elder Begum under the Seal of the Nabob Asoph ul Dowlah, and under the Seal and Signature, of Mr. Middleton, in the Persian Public Correspondence of the Year 1778. It is in Page 422 of the printed Evidence; that which was transmitted to the Council from Mr. Purling?

A. I certainly have read it.

Q. Do you remember this Article in it:—'The English are Guarantees to the above Engagement as long as the Begums shall exist?'

A. I do recollect that Passage.

Q. In what Manner did that Treaty come before the Board, as you recollect?

A. It was sent down, I believe, by Mr. Purling.

Q. Upon what Ground was it? Whether the Begums Jaghire was not guaranteed in that Treaty?

A. I think it certainly does guarantee them.

Q. Was that produced as an Argument against the Resumption of the Jaghires?

A. I cannot recollect at this present Instant what was the Argument against it.

Q. Whether the Jaghires, after being taken from the Begums, were not delivered up to them again in Consequence of this Treaty?

A. Is it meant when they were delivered up to them in 1784?

Q. No; at the Time when the Controversy was, when this Treaty was produced and sent down by Mr. Purling?

A. I cannot recollect.

The Counsel for the Defendant objected to the Examination.

The Managers for the Commons were heard in Answer to the Objection.

The Witness was asked;

Q. Whether you have read the Treaty with the younger Begum?

A. I dare say, I have read them all.

Then the printed Minutes of Evidence were shewn the Witness, and he was asked,

Q. Whether you recollect this Passage in it: "Moreover his Highness has given the illustrious English Chiefs as Guarantees for the due Performance of the above Stipulations, as long as her Highness lives; I therefore, on the Part of the illustrious English Chiefs, deliver this written Engagement, that there be no Room for a Change or Failure in the Articles above recited." Whether or no this was not sent down on the Part of the younger Begum by Mr. Purling, as well as the other?

A. I believe they were.

Q. Whether the Treaty did not specify by Name, those Jaghires held by the Begum?

A. I think there is a List of Jaghires annexed, to the best of my Recollection.

Q. Whether they were not given up likewise in Consequence of this Engagement, upon the Production of this Treaty?

A. I cannot recollect that; the Records will shew it;—I conceive the Question asked me by the Counsel, only related to any Correspondence that might have passed between the Governor General and the Begums, or their Ministers.

The Counsel for the Defendant informed the House, they should now resume the written Evidence, where it was interrupted on a former Day by the Examination of Witnesses, and proceed in proving the distressed Situation of the Company's Affairs in the Year 1781, at the Period when the Defendant went upon his Journey to the Upper Provinces, and likewise at a subsequent Period.

For which Purpose the Counsel for the Defendant stated, they should first refer the House to the Evidence upon this Subject, given in a former Year, and already on the Minutes in Pages 1547, 1560, 1562, and 1598, and then produce a Document, to shew, that in July 1781, Sir Eyre Coote's Army was so critically situated for Want of Pay and Provisions, that it was with the utmost Difficulty the Clamour of the Troops could be suppressed.

Read, from Book 518, already delivered in, the following Extract of a Consultation of the 7th September, beginning at Page 158 of the same Book.

" Fort William, 7th September 1781.

" At a Council; Present,
Edward Wheler Esquire.

Secret Dept.
Friday.

The Honble. the Governor General absent on a Visit to the Northern Provinces.
Lieutenant General Sir Eyre Coote K. B. absent on Service at Fort St. George.

Read a Letter, as follows, from Sir Eyre Coote.

" The Honble. Warren Hastings Esquire, Governor General, and Council.
" Fort William.

" Gentlemen,

" I have the Pleasure to acquaint you, that the Nancy Ketch has arrived safe with the Treasure Consignments, said to be in Gold, in Value equivalent to C. R^s 5,00,943 5 8, which I have ordered the Paymaster to have re-coined, and to transmit an exact Account of the Produce thereof to the proper Office.

" I beg of you to accept my Thanks for this Supply, which has proved a most seasonable one; the Army being very considerably in Arrears, and until lately so much distressed for Want of Pay, that but for the personal Attention shewn the Troops, my own Exertions to raise a little Money in the starving Town of Cuddalore, and the spirited Efforts of Lord Macartney, since his Accession to the Government, to the same End at the Presidency; I say, but for the little pecuniary Aid these united Endeavours produced, and which served in some Measure to suppress the Clamours of the Troops, the Consequences might have been most pernicious.

(Signed at the End of the Letter)

" Head Quarters, Choultry Plain,
30th July 1781.

" Eyre Coote. (a)

(And at the End of the Consultation)

" Edward Wheler."

To shew that in September 1781 the Difficulties and Distresses of Madras still continued, and that at that Time Hyder's Troops so effectually desolated the Country that they could receive no Assistance but from the Circar,

Read, the following Extract of a Consultation of the 22d October 1781, beginning at Page 495 of the same Book.

" Fort William, the 22d October 1781.

" At a Council; Present,
Edward Wheler,
and
John Macpherson, } Esquires.

Secret Dept.
Monday.

The Honble. the Governor General absent on a Visit to the Northern Provinces.
Lieutenant General Sir Eyre Coote absent on Service at Fort St. George.

" Read and approved the Proceedings of the 18th instant.

" Read the following Letter from Fort St. George.

" Honble. Sir and Sirs,

" Amidst the Difficulties which involve this Settlement, it is some Consolation to us that a Member of your Board has had so late an Opportunity of judging on the Spot of the Evils which threaten or surround us, as well as our Efforts to avert them. The Enemy beaten, though not expelled, continues by his Cavalry, to which we have not Cavalry to oppose, to lay waste the whole Country. We are thus deprived of Provisions, and of Revenue arising from any Part of the Territories of this Presidency, except from the Circars. The Expences of the Civil Establishment are about 18,000 Pagodas per Month; the Military Expences, exclusive of the Detachment sent from Bengal under Colonel Pearse, amount to above 200,000 Pagodas monthly; the Civil and Military Arrears exceed already Ten Lacks Pagodas: To answer such Demands there is now in the Treasury the Sum of 150,000 Pagodas, with little Expectation of getting any considerable Remittance from our Subordinates for several Months. That the Garrisons daily attacked or threatened, and the Army occupied in the Field, might have less Occasion to murmur on Account of Arrears, we have stopt all Payment in the Civil Establishment for a Year past, which, though proper in the Consideration we have mentioned, has however thrown the Settlement into very poignant Distress.

• by the Fugitive.
See in Orig.

" The Army having been entirely supplied with Provisions from hence, and the Consumption of this Settlement is increased * from the Cruelties of Hyder, we now, notwithstanding the great Importation of Grain from Bengal, and the Circars, have not 1,000 Bags in Store. There are about 18,000 Bags in divers Vessels in the Road. From the List you sent us of Ships said to be bound from Calcutta with Grain, for the Account of Company or of Individuals, there remains 70,000 Bags of Rice to arrive yet here; but by a Calculation of the Consumption of that Article, restrained as it has been by the high Price it bore, and by Regulations in the Vent of it, it is evident that nothing less than a Supply of 150,000 Bags will prevent, before the End of the Year, a Famine here, of the Approach of which there appear already some most affecting Symptoms. Our Letters from the Circars, though they mention Abundance of Grain, declare also the impossibility of sending it to us through Want of Tonnage. We have indeed taken up the few Ships that could be had here to bring us Provisions from thence, but the Whole is inconsiderable, comparatively to the Prospect of our Wants, and it is from your Hands, whose Liberality in furnishing us Troops, Money, and Provisions, we have so long and so much experienced, that we must expect our chief Support.

" We must observe that we have had no Assistance of any Kind from the southern Part of this Coast. Many of the Ports are in Possession of our European or Indian Enemies, which has greatly interrupted the Communication, and the Seizure, by some of His Majesty's Squadron, of Vessels laden with Grain for this Market, as belonging to Black People, residing under the Protection of the Dutch, is thought to have deterred many others in their Neighbourhood, from venturing out with Supplies for us.

" To the Continuance of these Evils we are not as yet able to foresee a Termination; for though the Bravery and Discipline of our Troops, and the Ability and Experience of Sir Eyre Coote, have been attended with repeated Victories, yet such are the Difficulties that obstruct his Progress, such is the Facility the Enemy possesses of over-running and desolating the Country, that the General entertains but little Hope of enabling us to draw any Supply of Food or Treasure from it. He has not been able hitherto to penetrate far into the Country, either to the Relief of our remote Garrisons, or to the Attack of the principal Forts held by Hyder. As the whole Conduct of the War has been entrusted to him in consequence of the Resolution of the late Administration here, we have applied to him for a Communication of his Intentions absolutely necessary to be known to us now, though hitherto we have contented ourselves either with exerting our Authority in the Manner he desired, or transferring it to him for the Purpose of forwarding his Measures. He is now engaged in an Attempt to relieve the Garrison of Vellore, and possibly to attack Arrot, of which the Event will no doubt determine his future Plans, on which, and on the Necessity of our Situation, the Resolutions of this Presidency will be founded: If the Enemy should still continue his Depredations in the Carnatic, thereby depriving us in Fact entirely of the Benefit of it, we must, with regard to all effectual Resource, consider ourselves as immured within the Walls of Fort St. George; and, were even the Enemy to withdraw from our Neighbourhood, so effectually have all Traces of Cultivation disappeared, so destroyed are the Villages, so ruined and dispersed are the Individuals who were employed in Tillage, that the Inhabitants of the Towns can during Part of next Year, as well as in the End of the present, be by no other Means preserved from Famine, than by external Resources, mostly from your Government.

" We owe to the Situation in which you are placed respecting this Settlement, we owe to the Exertions you have made to extricate it from its Difficulties, to lay before you its present State, from which you may judge of the fatal Consequences which may attend the Continuance of the War in the Carnatic, if the Enemy shall not soon be driven from it by our Army, or be otherwise induced to retreat from it. That very Army, by the vast Load of Expence, and additional Consumption of Provisions it will necessarily occasion, must hasten the Misery of the Settlement; unless therefore our Troops shall, in their present Attempt, succeed, at least, in securing Food and Money for their own Subsistence, we shall be compelled to divide them into Cantonnements, happy if we could direct the Whole or Part of them to some national Object that might compensate for past Disappointment.

(Signed at the End of the Letter)

" Macartney,
Anth^d Sadliers,
W^m Williams.

(And at the End of the Consultation)

" Edward Wheler,
John Macpherson."

Read,

(2013)

Read, the following Extract of a Consultation of the 1st October 1781, beginning at Page 432 of the same Book.

" Fort William, the 1st October 1781.

" At a Council; Present,
Edward Wheler Esquire.

Secret Dept.
Monday.

The Honble. the Governor General absent on a Visit to the Northern Provinces.
Lieutenant General Sir Eyre Coote, absent on Service at Fort St. George.

" Read the following Letter from Fort St. George.

" Honble. Sir and Sirs,

" It affords us a sensible Satisfaction to acknowledge our having received every considerable Assistance from you, both in Money and Provisions; but we are much concerned to inform you, these Aids are very inadequate to our Necessities. Since the Army arrived here from the Southward on the 24th July, to the 7th of September, we have furnished it from this Garrison with 22,337 Bags of Rice, besides Doll, Grain, &c. We continue to supply them at present with 750 Bags per Day, and our whole Store of Rice now remaining is only 23,000 Bags. In our Treasury there yet remains about 300,000 of Pagodas, which however is not more than One Half of the Demands which immediately press upon us, and the indispensable Monthly Charges are One Lack of Pagodas. The Nabob contributes nothing; no Sums whatever are received from the Country, nor can any Arrangement, such as you mention in your Replies to his Requests, were he ever so zealous to help us, produce a Supply to afford us any considerable Relief, as long as the Enemy is Master of the Country, and we do not see any Prospect, to be relied on, of his being soon driven out of it. Thus then you see we have nothing to save us, but extraordinary Exertions on your Part in Money and Provisions, or a speedy Peace, which we fear can scarce be expected on very favorable Terms. (a)

" We have the Honour to be, &c.

(Signed) " Macartney,
Anthony Sadler,
Wm. Williams.

" Fort St. George,
8th Sept. 1781.

(Signed at the End of the Consultation)

" Edward Wheler,
John Macpherson."

To shew the entire Reliance of the Presidency of Madras upon Bengal,

Read, from Book 83, already delivered in, the following Extract of a Consultation of 11th March 1782, beginning at Page 544 of the same Book.

" Fort William, the 11th March 1782.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and } Esquires.
John Macpherson,

Lieutenant General Sir Eyre Coote K. B. absent on Service at Fort St. George.

" Received a Letter as follows from Fort St. George.

" Honble. Sir and Sirs,

" We need not observe to you, that your Assistance is now become more necessary to our Preservation than ever. If you can enable us to pay and subsist our Army, and the expected Reinforcements; we doubt not of frustrating the Designs of our Enemies; but without those Aids, the worst Consequences may be apprehended; but you may rely on every Exertion on our Part, to prevent them from happening. (b)

(Signed at the End of the Letter)

" Macartney.

(And at the End of the Consultation)

" Warren Hastings,
Edward Wheler,
John Macpherson."

(a) Vide Appendix, N° CCCXXII.

(b) Vide Appendix N° CCCXXIII.

To shew that in March 1782, the Army was Five Months in Arrear, and that there was not One Month's Pay in the Treasury at Madras, and no Means of Supply but from Bengal,

Read, from Book 601, already delivered in, the following Extract of a Consultation of the 1st of April 1782, beginning at Page 134 of the same Book.

Secret Dept.
Monday.

“ Fort William, the 1st April 1782.
“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and
John Macpherson, } Esquires.

Lieutenant General Sir Eyre Coote K. B. absent on Service at Fort St. George.

“ Read a Letter as follows, from Sir Eyre Coote.

“ Gentlemen,

“ The present Period though is a very alarming one—the Army is now Five Months in Arrears—not One Month's Pay in the Treasury—and if Money does not arrive from your Presidency, there does not appear any other possible Means of Supply. It is needless for me to urge the Necessity of your attending to our pecuniary Wants. You must be sensible that we can exist no longer than you can find the Means of supplying us with Money. (a)

(Signed at the End of the Letter)

“ Eyre Coote.

(And at the End of the Consultation)

“ Warren Hastings,
Edward Wheler,
John Macpherson.”

To shew a Continuation of the Distress,

Read, the following Extract of a Consultation of the 29th April 1782, beginning at Page 426 of the same Book.

“ Fort William, 29th April 1782.
“ At a Council; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
John Macpherson Esquire.
Mr. Wheler indisposed.

Lieutenant General Sir Eyre Coote K. B. absent on Service at Fort St. George.

“ Read the following Letter from Sir Eyre Coote.

“ Gentlemen,

“ I am sensible of your Attentions, obliged by the Sentiments expressed relative to my Zeal and Exertions, and return my Acknowledgements for the high Opinion you are pleased to entertain of my Services. Such a Scene of Distress has never been exhibited in this or hardly any other Country, as the Army under my Command have constantly had to struggle with. On my Arrival on this Coast our Affairs wore the worst of Aspects; the Enemy triumphant, our Troops dismayed, and our Military Character on the very Verge of Non-existence:—That Time, thank God, is no more. The Height of the Storm has been parried, is partly blown over. We again feel our own Confidence. Time has been given for our Distresses being known in Europe, and for Re-inforcements arriving. These, when joined to the Handful of *Veterany here, who have hitherto by their spirited Exertions saved the State, added to the Advantages to be expected from our brave and reinforced Squadron, will, I trust, yet be the Means of our Eastern Empire resuming its former Confidence and Grandeur, and a happy Period being ultimately put to the Dangers which the Interests of our Nation have been, and are threatened with, in this remote Part of the World. The unremitted Attention of your Supreme Government of Bengal towards supplying this and our other Armies with the very Essentials of Existence and Defence, viz. Troops, Money, and Provisions, must always be remembered, and reflect the highest Honour on the Administration which have so evidently marked the Necessity of a superintending Power being placed over other Presidencies, and so wisely administered their saving Hand to secure the Means of Existence, and enable us to repel Danger in every Quarter. (b)

(Signed at the End of the Letter)

“ Eyre Coote.”

(No Signature at the End of the Consultation.)

(a) Vide Appendix, N° CCCXXIV.

(b) Vide Appendix, N° CCCXXV.

Read, from Book 552, already delivered in, the following Extract of a Consultation of the 6th June 1782, beginning at Page 98 of the same Book.

“ Fort William, the 6th of June 1782.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and } Esquires.
John Macpherson, }
Lieut. Gen. Sir Eyre Coote K. B. absent on Service at Fort St. George.

“ Received a Letter as follows from Fort St. George.

“ We return to you our very sincere Thanks for the liberal Supplies of every Kind which you have furnished us with, and we look forward with anxious Pleasure to the further Assistance which you give us Reason to hope for. Without such Support it would be impossible for us in any Degree to sustain the heavy Burdens of the War, to which alone you will please to observe, that almost all our Funds are applied, and yet even to this Purpose they are found insufficient. (a)
(Signed at the End of the Letter)

“ Fort St. George,
1st May 1782.

“ Macartney, &c.
Select Committee.

(And at the End of the Consultation)

“ Warren Hastings,
Ed. Wheler,
John Macpherson.”

To shew the Distress of the Army under General Goddard, at this Time opposed to the Mahrattas, on the Bombay Side of India,

Read, a further Extract from the same Book and same Consultation, beginning at Page 87 of the same.

“ Read, the following Letter from General Goddard.

“ Gentlemen,

“ I have been honoured with your Letter of the 9th February, acknowledging the Receipt of mine of the 8th November and 2d of December last. It is with sincere Pleasure, I still have it in my Power to confirm the Information conveyed to you by the Letter of the President and Select Committee of Bombay's precipitate Resolution of the 2d November, having failed in producing the very disagreeable and fatal Consequences which were to be apprehended from it: But this favourable Circumstance must be attributed solely to the steady Attachment and Fidelity of the Troops belonging to your Establishment, and not to the Committee's having been made sensible of the ill Tendency of the Measure itself, and in Consequence revoking it. On the contrary, though repeatedly, and in the most strenuous Terms, applied to by me for Assistance, I have been able to obtain from them One Lack of Rupees only, without the smallest present Encouragement to expect further Relief. Deprived, therefore, as I have been of every other Resource, I trust you will, upon a particular and impartial Reference to the Situation I was reduced to, be induced to think the Draughts I have been necessitated to make on you very moderate, as indeed they have not been adequate to relieve the Distresses and severe Hardships which the Troops have suffered, and still most painfully feel for Want of even the Means of Subsistence. The Sepoys are, at this Time, near Six Months in Arrears, and the Officers have not received their Pay and Batta for more than a Twelve Month. Such a Situation in a Country where the Hire of Servants, and the Price of Grain, and every Necessary of Life, more than doubles what they are in Bengal and its dependant Provinces, must at once suggest to you the whole Extent of their Difficulties and Sufferings, from which I have been compelled to make it my particular Study to afford them every temporary Relief in my Power. With respect to the Rate of Exchange at which I have drawn, however unfavourable it may be in Comparison to what was formerly granted, when there was scarce any Demand for Money whatever, it has been the lowest possible; and my own Endeavours, uniformly and zealously assisted by Mr. Boddam, the Chief of Surat, have been exerted to keep it so. It should be also considered regarding the Difference of Exchange between Calcutta and this Place; that at the former the Specie is immediately paid, and at the latter it does not become due for near Two Months after the Bills are presented; which, at a moderate Computation, will require a Period of at least Four Months from the Time the Money is received here.

“ I shall obey the Orders you have been pleased to give me, for drawing no more Bills upon your Government from the Date of this Letter; but it is unnecessary to tell you that my sole

General Goddard, 1st of May.

(a) Vide Appendix, N° CCCXXVI.

Dependance must be upon the Provision which you may be enabled to make for the Support of the Troops under my Command, and that without an early Supply, I shall not have it in my Power to furnish them with the Means of mere Subsistence, unless by the Mode of Draughts upon your Government, which you have now thought proper to prohibit me from continuing, and from which I shall most certainly abstain, unless compelled to it by the last Emergency of the Service, and for the Preservation and Existence of the Detachment entrusted to my Care. (a)

(Signed at the End of the Letter)

" Bombay,
May 1st, 1782.

" Tho. Goddard."

To shew the Continuation of the Distress at Madras,

Read, a further Extract from the same Consultation, beginning at Page 101 of the same Book.

" Honble. Sir and Sirs,

" Sir Eyre Coote is now encamped with the Army about Five Miles to the Southward of the Mount: He had taken a Position beyond Chingleput, but returned Two Days ago for a fresh Supply of Provisions and Money, which he thinks necessary to enable him to march again towards the Enemy. The former we shall continue to supply till the last Bag of Rice be expended, and as to the latter, the last Rupee is already gone to him from the Treasury; but the Whole that, by the most strenuous Efforts, we have been able to collect, is not sufficient to satisfy the Troops even for the present, or to remove the immediate Distresses which the Officers labour under. We have therefore, as the only Expedient, authorised the Paymasters of the Army to issue Notes to be paid out of the Money which you have shipped for us on the Resolution; and we must hope that something decisive in our Favour will be effected by the Time these Supplies shall be expended, as beyond that Period we see not the Possibility of keeping the Army in the Field. The Necessity of making you this Representation is rendered doubly painful by the Sense we entertain of your unwearied Exertions in our Behalf; but we should be wholly without Excuse, were we to conceal any Part of our Distresses from you, who, should the Remedy ever be attainable, alone have Power to apply it. (b)

(Signed at the End of the Letter)

" Fort St. George,
13th May 1782.

" Macartney, &c.
Select Committee."

Read, a further Extract from the same Consultation, beginning at Page 92 of the same Book.

" Read a Letter from Sir Eyre Coote as follows:

" Gentlemen,

" I have this Morning advanced a Brigade, and shall join it To-morrow with the main Body, and proceed South, although I am somewhat disappointed in my Supplies from Madras, which have not been so ample either in Money or Rice as I could have wished: If something effectual is not done to provide the Army in both these Essentials, (which your Government has already exerted itself in an extraordinary Manner to do), the Consequences may be radically fatal on the one Account, whilst my Operations must be circumscribed on the other. (c)

I have the Honour to be, &c.

" Camp near Vandelour,
16th May 1782.

(Signed) " Eyre Coote."

Read, from the same Book, the following Extract of a Consultation of the 8th July 1782, beginning at Page 492 of the same.

" Fort William, the 8th July 1782.

" At a Council; Present,

The Honble. Warren Hastings Esquire, Governor General, President;
and

Edward Wheler Esquire.

Mr. Macpherson indisposed.

Lieutenant General Sir Eyre Coote absent on Service at Fort St. George.

" To the Honble. William Hornby Esquire, President, &c. Members of the Select Committee,
Bombay.

" Gentlemen,

" You will thereby also perceive the Disadvantages under which I have acted, and must continue to act whilst there are no established Magazines of Provisions in the Country, nor any Subsistence

(a) Vide Appendix, N° CCXXVI.

(b) Vide Appendix, ibid.

(c) Vide Appendix, ibid.

of any Kind to be drawn from it for the Supply of the Army. The French Fleet having been able to keep the Coast to the Southward of Madras, and thereby preventing the Conveyance of Provisions by Sea, has been a mortifying Check to all my * Desires of distressing our natural Enemy. My Views shall if possible be directed to that Object, but the Equipments for the Carriage of Provisions, and in other Respects, are so circumscribed, that I cannot entertain any sanguine Expectations of acting with Effect. The whole Means I now possess for that Purpose, is not equal to the Carriage of Ten Days for the fighting Men, and not for Four for the whole Army; add to this, the Troops Four Months in Arrears, some Department Six and Seven, and but little Money to discharge them. (a)

" Camp Wandwash,
12th June 1782.

(At the End of the Letter)

(Signed) " Eyre Coote.

(And at the End of the Consultation)

" Warren Hastings."

Read, a further Extract from the same Book, and same Consultation, beginning at Page 465 of the same.

" To the Right Honble. George Lord Macartney, President, &c. Select Committee, Fort St. George.

" My Lord and Gentlemen,

" I had the Honour of writing you on the 13th from Outramalore. I arrived this Morning at my present Ground of Encampment, so far in my Way to the Neighbourhood of the Presidency, in order to obtain a Recruit of Carriage Cattle, and a Supply of Money and Provisions; what has been sent of the last Article to Chingleput being altogether inadequate to our pressing Demands, the private Followers have, for several Days, been without a Grain of Rice to live on. (b)

(At the End of the Letter)

" Camp Tamerum,
18th June 1782.

(Signed) " Eyre Coote."

Read, a further Extract from the same Book and same Consultation, beginning at Page 476 of the same Book.

" To the Right Honble. George Lord Macartney, President, &c. Select Committee, Fort St. George.

" I shall rejoice if the Endeavours you have exerted for throwing a Supply of Provisions into Vellore are attended with Success; at the same Time I cannot help regretting the total Inability of the Army, from Want of Supplies, itself, to favor the Expedition so effectually as I could wish. (c)

(At the End of the Letter)

" Camp Tamerum,
18th June 1782.

(Signed) " Eyre Coote."

Read, from Book 542, already delivered in, the following Extract of a Consultation of the 12th of August 1783, beginning at Page 37 of the same Book.

" Fort William, 12th August 1783.

" At a Council; Present,

-- The Honble. Warren Hastings, Governor General, President;

Edward Wheler,

and

John M'Pherson,

} Esquires.

Lieutenant General Sir Eyre Coote K. B. absent on Service at Fort St. George.

" The Proceedings of the 8th instant read and approved.

" Received the following Letter from Sir Eyre Coote.

" Gentlemen,

" As the Inclosures, which are Copies of a Letter to me from the Select Committee of Fort St. George, and of my Answer, contain Matter it is equally necessary and proper you should have the earliest Notice of; I have accordingly transmitted them for your Information. You will observe that the Arrears due to the Army are heavy; that the Prospect of Resources under the

Secret Dept.

(a) Vide Appendix, N° CCCXXVII.

(b) Vide Appendix, ibid.

(c) Vide Appendix, ibid.

Madras Government to defray them are both circumscribed and uncertain ; and that it is from the Continuation alone of that liberal Aid hitherto contributed by your Government, I can entertain the most distant Hope either of being able to act against our Enemies, or to keep this Army together. (a)

" Camp Arichanimangalum,
the 17th July 1782.

" I have the Honour to be, &c.
(Signed) " Eyre Coote.

(And at the End of the Consultation)

" Warren Hastings,
John Macpherlon."

Read, the following Extract of a Consultation of the 26th August 1782, beginning at Page 309 of the same Book.

" Fort William, 26th August 1782.

Secret Dept.
Monday.

" At a Council ; Present,
The Honble. Warren Hastings, Governor General, President ;
Edward Wheler,
and
John Macpherlon, } Esquires.

Lieutenant General Sir Eyre Coote, absent on Service at Fort St. George.

" Read, the following Letter from Lieut. General Sir Eyre Coote.

" Gentlemen,

" In the Letter which I had the Honour to address you on the 17th ultimo, I acquainted you with the heavy Arrears due to the Army ; of the little Ability in the Madras Government to discharge them, from its Prospects of Resources being both circumscribed and uncertain ; and that it was from the Continuation alone of that liberal Aid hitherto contributed by your Government, I could entertain the most distant Hope either of being able to act against our Enemies, or to keep the Army together.

" The Arrears due to the End of last Month, were near Twelve Lacks of Pagodas, which must have been accumulating under all the dangerous Circumstances to be apprehended from an Army, without a Farthing of Pay, had not Vice Admiral Hughes, upon my Representation of its Distresses, and of the obvious Ruin to which the public Interests were exposed by its Continuation in that State, with great Readiness, supplied me with a Lack of Pagodas from the Government Treasury, upon my becoming personally responsible by Bond (bearing no Interest) for the Repayment thereof here on Demand ; which I have accordingly done, relying on being enabled to fulfil my Engagement by Means of the expected Supplies from your Quarter, from the First of which that arrives, I have promised that the Amount shall be reimbursed. (b)

(Signed at the End of the Letter)

" Head Quarters,
Choultry Plain,
5th August 1782.

" Eyre Coote.

(Signed at the End of the Consultation)

" Warren Hastings,
John Macpherlon."

To shew the Supplies sent to the Presidency of Bombay,

Read, from Book 602, already delivered in, the following Extract of a Consultation of the 14th of October 1782, beginning at Page 385 of the same Book.

" Fort William, 14th October, 1782.

Secret Dept.
Monday.

" At a Council ; Present,
Edward Wheler,
and
John Macpherlon, } Esquires.

The Governor General indisposed.

Lieutenant General Sir Eyre Coote K.B. absent on Service at Fort St. George.

Abstract of
Supplies to
Bombay.

" Abstract of Supplies to the Bombay Presidency from the 30th of April 1778 to the 1st September 1782.

To Bombay and Brigadier General Goddard, from
the 30th April 1778 to the 1st of May 1781, — 1,77,81,761 10 10
To Majors Camac and Popham's Detachments, — 12,92,587 15 4
Carry forward — 1,90,74,348 10 2

(a) Vide Appendix, N° CCCXXVIII.

(b) Vide Appendix, N° CCCXXIX.

From

(2019)

	Brought forward	—	1,90,74,349	10	2	
From the 30th of April 1781 to the 1st of September 1782 to Bombay General Goddard,	—	1,10,46,174	9	0		
To Colonel Camac, Major Popham, and Colonel Muir's Detachments,	—	7,93,818	15	5*		
				1,18,39,993	0	2
Total Supplies from 30th April 1778 to the 1st Sept. 1782,	Curr ^t Rup ^t		3,09,14,342	10	4	

" Fort William,
30th September 1782.

(Signed) " Ja^s Miller,
Acting Accomptant General. (a)

(Signed at the End of the Consultation)
" Edward Wheler,
John Macpherson."

To shew the extreme Distress of the Presidency of Madras in October 1782, in Consequence of the Loss of some Vessels sent with Rice,

Read, from Book 553, already delivered in, the following Extract of a Consultation of the 4th November 1782, beginning at Page 37 of the same Book.

" Fort William, 4th Nov. 1782.

" At a Council; Present,
Edward Wheler Esquire.

The Honble. the Governor General, Sir Eyre Coote, and Mr. Macpherson, indisposed.

" Read, the following Letter from the Secretary at Fort St. George.

" To Mr. P. Auriol, Secretary to the Honble. Governor General and Council, &c.
" Fort William.

" As the Select Committee may be prevented from addressing the Governor General and Council by this Post, I am directed to acquaint you, for their Information, that this Settlement has experienced a new and severe Misfortune in consequence of a Gale of Wind, which came on Yesterday Morning, and blew with encreasing Violence until Midnight. Several large Vessels, and among them the Earl of Hertford Indiaman, were driven a-shore, others foundered at their Anchors, and all the small Craft, amounting to upwards of Ninety, were either sunk or stranded: the Quantity of Rice lost is at least 30,000 Bags, which is equal to our whole remaining Stock, and the Loss of the Tonnage is irreparable. The Squadron put to Sea early in the Day, and we were in Hopes it had elaped the Violence of the Storm, but this Afternoon the Active Frigate brought the disagreeable Intelligence that the Superb is dismasted, and is besides with Difficulty kept above Water. The Admiral had shifted his Flag on Board the Sultan, and proceeds immediately to Bombay. The Active returns to him To-morrow, with some of his Officers who were left a-shore, and the Select Committee intended to avail themselves of that Opportunity to forward to him the Letter which the Governor General and Council have written to him.

" The Select Committee are desirous that the Governor General and Council should have the earliest Notice of this Disaster, as the present very alarming State of this Settlement may perhaps induce them to alter the Destination of the Indiamen that were intended to be dispatched to Europe, and to send them here immediately with Rice and other Provisions.

" Fort St. George,
16 October 1789.

" I am, Sir, &c.
(Signed) " J. Huddleston, Secretary."

" Ordered, That the Agent for Supplies be directed to dispatch the Country Craft, which he has engaged to carry Grain to Fort St. George, as soon as possible.

" Resolved, That a Reward be offered to the Serangs on their safe and speedy Arrival to Fort St. George of Ten Pagodas each, if their Passage does not exceed Fourteen Days, or Five Pagodas, if it does not exceed Twenty Days, and a further Reward of Forty Rupees each upon their Return here in Time to receive a second Cargo this Season for Madras. (b)

(At the End of the Letter)

" Fort St. George,
16 Oct. 1782.

(Signed) " J. Huddleston, Secretary.

(At the End of the Consultation)
" Edward Wheler."

(a) Vide Appendix, N^o CCCXXX.

(b) Vide Appendix, N^o CCCXXXI.

To

To shew the Exertions of the Government of Bengal, and the Support afforded by them,

Read, from Book 602, already delivered in, the following Extract of a Consultation of the 18th November 1782, beginning at Page 531 of the same Book.

Secret Dept.
Monday.

“ Fort William, 18th November 1782.
“ At a Council; Present,
Edward Wheler,
John M^{rs}Pherson, } Esquires.
and
John Stables, }

The Governor General and Sir Eyre Coote indisposed.

“ The Proceedings of the 11th instant read and approved.

“ Received the following Letter from Sir Eyre Coote.

“ Gentlemen,

To the Honourable
Warren
Hastings Esq.
&c. &c.
Ghiretty, 15th
Nov. 1782.

“ Nothing but the great Exertions and Support afforded by this Government to our Operations on the Coasts during the present War, relieving our manifold Distresses, and by the Supplies granted giving an Army the very Power of Action, could have left us an Existence or Post in that Quarter; and I am most truly sensible of the great Line of Conduct your Supreme Board have hitherto uniformly adopted, enabling us to parry the almost unsurmountable Difficulties I have had to encounter;—feed, pay, and keep the Army together, &c. &c. I have the greatest Confidence in both your Ability and Perseverance, and trust we shall, ere long, reap the full Reward attendant on our faithful Services, by having it in our Power to restore the Blessings of Peace to the Countries we have the Guidance and Protection of, on Terms honourable and permanent; also secure, by our successful Efforts, an advantageous Balance, ready to be thrown into the Scale of our Nation whenever the Subject, in Europe, of a general Peace is agitated. (a)

(At the End of the Letter)

“ Ghiretty,
15th November 1782.

“ Eyre Coote.

(At the End of the Consultation)

“ Edw. Wheler,
John Macpherson,
John Stables.”

Read, also, a further Extract from the same Book and same Consultation, beginning at Page 535 of the same.

“ Gentlemen,

“ The immediate Wants of our Army on the Coast, are comprized under the following Heads: The most extensive Supply of Rice and Money equal to our Abilities; Horses to mount their Cavalry; Drafts to compleat the Native Bengal Corps; Lascars for the Service of Artillery; and Gun Carriages to replace the Casualties to be expected from their present Field Train, and for other Services; not one Carriage, or single Piece of Timber, is there in Store. I am clear it is unnecessary for me to dwell on their Want of Rice and Money on the Coast, as, no Doubt, your Arrangements have already taken Place, relative to those positive Requisites of Existence. (b)

(Signed at the End of the Letter)

“ Ghiretty,
15th November 1782.

“ Eyre Coote.”

Read, from Book 543, already delivered in, the following Extract of a Consultation of the 20th December 1782, beginning at Page 215 of the same Book.

Rev. Dept.
Friday.

“ Fort William, the 20th December 1782.
“ At a Council; Present,
The Honourable Warren Hastings Esquire, Governor General, President;
John Macpherson,
and
John Stables, } Esquires.
Mr. Wheler indisposed.

“ Mr. Macpherson.—As a Supplement to the Governor General's Minute, and in further Testimony of the Advantages which the Company derive from an united Administration, in

their controuling Presidency, under the Direction of animated public Zeal and great Talents. I beg here to subjoin an extracted Account, signed by the Acting Accountant General, which shews that the Efforts of this Government to support the other Presidencies in Supplies of Money, Provisions, and Military Store, have been such as must draw the Admiration of our Employers.

" Previous to my Arrival in India, these Efforts of Supply were great and well timed, especially in the Carnatic; but the very Encrease of the Resources which the Governor General has stated in his Minute, and the Severity with which the late Resident, and the subsequent acting Resident at Oude, were called upon to do their Duty to the Company, have been the Sources from which our Supplies in Favour of the other Presidencies have been chiefly derived.

" The total Amount of these Supplies from the 30th September 1781 to the 1st of November 1782, appears to be Current Rupees 2,35,70,007 2 2.

" It is to be remarked, that in order to complete these Supplies, the Company have not been subjected to extraordinary Drafts, by Bills on Europe, nor to Loans in Addition to the Bonded Debt.

" The Abilities of this Government could not go farther in aiding the Presidencies of Fort St. George and Bombay, but by recommending a Plan of Co-operation against their common Enemies, which was early and forcibly pressed upon them, but which, though repeatedly urged, has not been hitherto carried into Execution. The Issue of the War in the Carnatic will shew whether, upon any other Plan, our Enemies can be repelled.

" The constitutional Powers of this Government, as well as its practical Exertions of Assistance, would not be extended to further Operation, and fortunately the Marratta War, with which it was customary to connect every Mismanagement in India, has been virtually closed from the 18th October 1781. No Hostility has been committed between the Marrattas and the Company, from that Period. On the contrary, a Peace has been concluded, which, in the Delay of its final Formality, leaves the Company in the Possession of those Resources, which at once gives us the Power of Defence, and withholds from them that of Hostility. This is a Tenure for Peace with an Asiatic State, the most secure, especially as it is founded in Justice on our Part, and Division or an Opposition of Interests among them.

" To place the Proceedings of this Government in their merited and most satisfactory Point of View, nothing is wanting but a Completion to the great Undertaking of Reform and Retrenchment of the public Expence, which was begun in June last, which was carried on with the most impartial Justice, but which the Interruptions of ill Health have cruelly suspended.

" It is upon this Foundation, that the most valuable Encrease of Revenue and Resource can be secured to the Company and the Nation; much has been already done, but it is only a Beginning, and the Work before us is arduous; but it is full of public Honour, for it constitutes the public Safety.

" The Aid which the Board have lately acquired in the Abilities, Firmness, local Knowledge, and co-operating Disposition of a new Member, warrants us in assuring the Company, that nothing within the utmost Compass of the Zeal and Abilities of this Administration, shall be left undone, in promoting the most active internal Economy, and maintaining our distant Dependencies with the most liberal Zeal.

" The Regulations and Arrangements necessary at home, to give successful Efficacy to the Views and Operations of a Government acting upon such Principles, depend not upon the Conduct, though they constitute the Wishes of this Board. It is our Duty to hope, and even to believe, that where our Measures are founded upon Prudence and good Intentions, they will meet with Support; nay, it is our Duty, if not our Right, to be confident that the Justice of our Employers, and of our Country, is ultimately unerring, even if it should be interrupted by Misinformation. (a)

(Signed) " * Macpherson.

* Sic in Orig.

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler,
John Macpherson,
John Stables."

The Counsel for the Defendant informed the House, that the next Document they wished to produce, was a Letter from Mr. Macpherson to the Court of Directors of the 30th March 1783; but that the Letter itself being lost, they proposed to read it, with the Consent of the Managers, from a Collection of Papers relative to the Impeachment, printed by the House of Commons, having first proved the original Document not to be forth-coming.

(a) Vide Appendix, N^o CCCXXXIII.

The Managers for the Commons said, they had no Objection to the Paper in Question being read as desired, provided the Original were first proved to be lost, as the Counsel had stated.

Then Mr. Robert Hudson was asked,

Q. Have you searched for a Letter of Mr. M'Pherson's to the Court of Directors of 30th March 1783?

A. I have.

Q. Is that Document forth-coming, or is it lost?

A. I have not been able to find it.

Q. Have you made due Search for the Purpose?

A. I have searched where I thought it likely to find it, and in other Places; but I have not been able to trace it.

Q. Do you know whether that Letter was printed by the House of Commons from a Copy which you yourself furnished?

A. When this Paper was ordered by the House of Commons, the Original itself was not then forth-coming, the Letter was therefore taken from a Copy which was then in the Office, which Copy has since been mislaid.

Then the Witness produced a Book, without any Title, but numbered "2;" and the same being delivered in, the following Extract was read from a Paper bound up in the same, and indorsed, "Copy of a Letter from the Governor General and Council of Bengal, dated the 16th Oct. 1781; and from John Macpherson Esquire, to the Court of Directors of the East India Company, dated in March 1783. No 5. 1787," beginning at Page 5 of the same Paper, and Page 863 of the Book.

" Calcutta, 30th March 1783.

" Of the general Distress of your Affairs in all your Presidencies in the latter End of August 1781, when I arrived at Madras, you have long since had authentic Accounts; but of the Danger to which the very Existence of the Company was then exposed, you can have no adequate Idea. Your Army towards Bombay had been obliged to retreat from a gallant but unsuccessful Enterprize towards Poona, and it required great Bravery and Skill to secure their Retreat from the Gauts to the Sea Side. Your Presidency of Bombay was then near a Crore of Rupees in Debt, notwithstanding the immense Supplies from Bengal, and their newly acquired Revenues. The utmost of their Military Exertions, though supported by an Army from Bengal, and though they had raised many new Battalions, was directed to keep the Marattas in Check.

" In the Carnatic, your principal Settlement, and your main Army under Sir Eyre Coote, were surrounded by the Army of Hyder, who had indeed been defeated on the 1st of July 1781, but who from that Check seemed only to have become more guarded and determined in his Purpose. Neither your Army, nor even Fort St. George itself, had at that Time above a few Days Provisions in Store, nor could there be any Prospect of Supply from the Country: Your Treasury at Fort St. George was empty; your Credit could not be said to exist in any active Force.

" At Bengal, on which your other Presidencies depended almost entirely for Supplies, your Treasury was drained, and every Effort of raising Money by Loan, by Annuity, and by partial Remittances had been tried, and, to complete the Measure of your Difficulties, a Rebellion had broken forth upon your Frontiers at Benares, which threatened Destruction to all your Possessions from the Source of the Mouths of the Ganges, and in every Quarter of India.

" Such was the Crisis at which it was my Destiny to become One of the Members of the superior Administration of India. Few who could have seen the real Difficulties of the Part I had to act, would have envied my Situation, and the most obstinate Party Contention had but ceased to rage in the Scene where I was to begin my Part.

" I shall leave it to your Governor and Commander in Chief upon the Coast of Coromandel to state whether I was of any Aid to their Councils in so desperate a Crisis. At all Events I esteem myself fortunate in having joined my Efforts to theirs to promote a favourable Impression upon the Maratta State. The Confidence which the Nabob of Arcot reposed in my Opinion, was not unserviceable to the East India Company upon that trying Occasion. I proposed that he should place the Seal of the Carnatic in the Hands of the Commander in Chief of our Forces, that he might grant Sunnuds to the Petty Rajahs and Poligars, to exempt them from future Tributes in Proportion as they might assist the Army with Provision or Force from their different Retreats; it was my Opinion that your Seal should have been sent to guarantee these Deeds of Concession. Sir Eyre Coote felt the public Advantages of this Proposition, and marched through the Pullams of these Rajahs and Zemindars that lay between Madras and Vellore; they supplied him with Provisions; he defeated Hyder on the Plains of Shulingerhur; he afterwards relieved Vellore, took Chittoor, and returned to Madras, after an Absence of about Three Months, when the Supplies

of

of Provision from Bengal arrived seasonably for the Support of Fort St. George, and your Army.

“ On the 29th of September I arrived at Calcutta, where I found Mr. Wheeler alone in Charge of the Government; he was labouring with the best Intention, good Humour, and Ability, to maintain your Affairs. I shall not attempt to describe the Situation of the Settlement, and the Variety of Apprehensions that agitated the public Opinion. The Governor General had, with great Spirit, recovered his Ground at Benares. The Attachment and Spirit of your Officers flew to him from every Quarter, but all the Provinces seemed still to tremble from the Shock of the Convulsion on the 24th of August at Benares. The Collections did not flow in their regular Course; all depended upon Regularity and Vigour in that Department; for your Collections were chiefly in the Hands of Native Renters and Zemindars, and it is their Rule to be no longer punctual in their Payments, than the State can attend to them respectively, and is in Force to compel them.

“ I declared to the Dewan of the Khalsa, Gunga Govin Singh, or in other Words, the Native Chancellor of the Exchequer, who stands between the Farmers and the Committee of Revenue, that I would move the Council to punish any Native Collector and Zemindar who had collected the Revenue from the Ryots but who withheld it from the Company beyond the usual Terms of Payment; for that such Crime, in the present Situation of Affairs, was the same as to attempt to rob the public Treasury, and should be punished as such. I declared to him further, that while I sat in Council I would not sign a Remission of Revenue, or agree to cancel a Company's Balance, but on a Ground of actual Invasion, or a general Famine;—for if the Farmer refused to pay the Money, he should pass his Bond to the Company for the Balance, and none but the Company should have a Right to cancel the Obligations of such Bonds.

“ These Declarations met the Approbation and the full Support of your Government, and produced an Effect which many of your Servants who are in the Charges of the Revenue can attest. By your monthly Collections or Kists in the Bengal Provinces, your Armies, then in every Quarter of India, were maintained and might be said to be kept together.

“ It is to your Servants (and you have many here of very great Knowledge and Ability, and liberal Attachment to your Interests) that I am indebted for that early Insight into your Affairs which enabled me to be of immediate Service.

“ I met your Servants who were in opposite Interests of the Party with equal Civility. I declared to them that, as far as my Voice would go, Party was abolished; and I requested from every Servant who was of known Ability and Experience in Office, a candid and confidential Account in Writing of the Management which might improve his particular Department, and tend to the general Prosperity. I pledged my Word to the sacred Custody of their Opinions.

“ By this Means, in the Course of Three Weeks, I received Memorials of Confidence, and the most useful Instruction in every Department of your Service, in Revenue, Investments, Contracts, Disbursements, Management of the Army Marine, General Accounts, and the State of our Alliances, with the Plans of Regulation by which Affairs might be retrieved. It would be uncandid in me not to name particularly the Servants to whom I owed such valuable and friendly Communication.

“ They are, Mr. Shore, Mr. Ducarel, Mr. Peter Moore, Mr. Jonathan Duncan, Mr. Charles Grant of Malt, Mr. Petrie, and particularly Mr. Larkins, Mr. Murray your Commissary General, Colonel Sir John Cumming, Lieutenant Colonel Fullerton, Majors Popham and Bruce upon subsequent Occasions, Mr. Mackenzie, Mr. Charles Purling, Mr. Bristow, and Mr. Crofts, who always obligingly supplied me with every Calculation that I could ask, of your Receipts and Disbursements, and the comparative Statements of Revenue and Expenditure in different Years.

“ I could name many more of your Servants, who shewed the most chearful Readiness to give me every Knowledge of your Affairs.

“ Upon discussing these general Subjects with Mr. Wheeler, and taking a general View of Affairs in every Quarter of India, we address to your Honourable Court those general Letters in the Secret Department, which announced to you on the 16th of October and 29th of December 1781, the following Assurances.

“ That this Government would endeavour at all Events to put a Close to the Mahratta War.

“ That they would endeavour to secure and arrange the internal Peace of India, and a System of Moderation and Justice.

“ That they would at every Risk provide an Investment, and continue that great Commercial Provision, which was equally necessary to the internal Prosperity of these Provinces, as it constituted their Value to the Company, and to the parent State.

“ That amidst Harmony in our Councils, rendered necessary as well as desirable, we should endeavour to retrench every superfluous Expence, and attend to the most regular Collection of your Revenues, with every Attention to the Cultivation of the Country and Happiness of the Natives.

“ That we should labour, with every Exertion in our Power, to supply the other Presidencies with Money and Provisions, and strive, upon a regular System of Co-operation from all our Presidencies, to repel our natural Enemies, so as to forward the necessary Object of a general Peace in Europe.

“ Such

" Such were the Hopes which this Government gave to your Honourable Court in October and December 1781; and to perform the great public Objects of such Expectations, we pledged ourselves to the very utmost of our Abilities, to the Company and to our Country. The Governor General had not then returned to the Presidency; but from his confidential Correspondence, we were empowered to pledge his Name: We considered our Declaration which went to the above Obligations, though not in their formal Order, as an Engagement which we formally entered into with our Employers.

" I esteem it the greatest Happiness, and the greatest Honour, that could befall me in Life, that, in the Course of Sixteen Months, an Administration, of which I was a Member, should have been able, in so short a Time, to have performed to you so much of what they promised to attempt.

" 1st. The Mahratta War was closed by a general Cessation of Hostilities between you and that State, as early as January 1782.

" 2dly. The internal Peace of India has been secured by the Treaty of Peace and Alliance with the Mahrattas, which was concluded on the 18th of May 1782, signed by your Governor General and Council on the 6th of June, signed by the Peshwa on the 20th of December following, and finally exchanged and ratified on the 24th of February last.

" You will please to observe, that the said Treaty excludes France from any Establishments in the Mahratta Country, or any Aid from their Chiefs, and includes and binds every Power or any Consequence in India, as either in Alliance with you or with the Peshwa, without a Claim upon the Carnatic or Oude; and you may depend upon it, that nothing but the utmost Mismanagement of your own Servants can ever break a Treaty founded upon such an equitable Arrangement, originating from an Experience of unprofitable War on both Sides, and which is firmly secured by the real Interest of the Leaders of the Mahratta State.

" It may be pleaded to reflect a Moment upon the Difficulties under which this Treaty was negotiated, the Offers that were made by France directly from the Sovereign to the Ministers at Poona; the Intrigues, Abilities, and Resources of Mr. Bussy's Agents there; the Influence of Hyder; and what was a greater Bar than all to the Treaty, the general Cry from your own Servants for a Peace with the Mahrattas upon any Conditions; you will applaud the Management with which it was commenced, the Patience and Firmness with which it was conducted, and the liberal as well as dignified Manner in which it was finally ratified.

" In the midst of a general War it secures to you, in Tranquillity, the Revenues of these Provinces from Rohilkund to Cuttack; and with these Revenues, under a prudent Disbursement and a proper Co-operation of your Forces, you may bid Defiance to the most powerful States in Europe, in a Contest for any of your Possessions. In India such Contests must eventually be determined by the greatest and most permanent Power of Resource upon the Spot.

" 3dly. An Investment has been provided upon a Plan which counteracts foreign Competitors in your Trade at the Europe Markets, and which has very considerably reduced the prime Cost of the Goods.

" Formerly your Governor General and Council, sufficiently occupied with general Affairs, and the Virulence of their own Disputes, could not attend to this most important Subject. At present, they have inspected the different Proposals of Contractors, and have, after accepting the most favourable for your Interest, kept sealed Specimens of the Goods as a Check, and to ascertain at the Sales the faithful Performance of the Contractor's Engagements; for the Goods are not to be mixed, and each Bale is to be marked with the Name of the Contractor.

" Unpleasant as such Interference must have proved to your Board of Trade, they saw the Justice as well as Necessity of it; they acquiesced at length, with Chearfulness, in the Arrangement. It is worthy of your Justice to avoid Retrospect, and only to encourage the Sacrifice which these Servants who have served you so long, and whose Allowances are scanty, have made upon the present Occasion.

" 4thly. Amidst Harmony in our Councils, very considerable Retrenchments have been made from the increasing Scale of your Expenditures. These Retrenchments were begun early in the preceding Year, but impeded by the Interruption of ill Health; they were begun upon a System that was to carry them fully through the minutest Department in the Service; they are vitally necessary to the Permanency of your Prosperity in this Country. It should be remembered, that the Basis upon which you rose to Power, and have been able to stand the Shock of repeated Convulsions, has been the Accuracy and Simplicity of mercantile Method, which makes every Transaction in your Service, and every Expenditure, a Matter of Record. The Proceedings of this Government have been laboured and very difficult in the Business of Retrenchment; but when they are extended to every Department in the Service, which will be in the Course of Three Months, I do not think I exceed when I state that I hope they will amount to Six hundred thousand Pounds. I shall transmit to your Honourable Court an exact official Account to the last Rupee upon this Subject, with a Copy of the new Regulations that have been adopted to check every Department to separate establishments from contingent Charges, and to check the Accounts of Agency Disbursements, which were early reduced from Fifteen to Ten per Cent. The extraordinary contingent Expences of the Army, especially of the Detachments serving on the West Side of India, and in the Carnatic, you will find considerably reduced, as well as those of the Phouddarry, and the new Law Offices, which were cancelled before your Orders arrived.

" To my superior Colleagues must be due the chief Merit of such Reforms, for to them the Labour must have been more ~~skilful~~. As far as my own Example would operate, in avoiding to trouble the public Finance with the Distresses of Dependants, or the Claims of Favour and Recommendation, your Records will do me ample Justice: On the Encrease of the Revenue I beg Leave to refer to the Governor General's Minute of the 13th December last, and my Reply in the Revenue Department.

" That Minute shews, from accurate Calculation and Figures, that your Resources have been virtually encreased in the preceding Year about 700,000 Pounds Sterling. It may not be quite out of the Way here to observe, that by enforcing the exact Statements of your most able Accountant General, an Error which had gradually arisen, to the Amount of Forty-three Lacks of Rupees in Account between the Company and the Vizier at Oude, is now in Train of Realization, under the Management of your new Resident at Oude, Mr. John Bristow, whom your Governor General promoted to that Office agreeably to your Orders, whenever he found that the former Resident neglected his Duty. Rev. Dept.
13th Dec. 1781.

" 5thly. On the Subject of the Supplies which have been sent from hence from the Period of my Arrival for the Support of the War in your other Presidencies, I have the Honour of transmitting to you the accompanying official Account, signed by your Accountant General. From this Account you will please to observe, that the Amount remitted, and actually paid from the 30th September 1781, to the 1st March 1783, is Two Crores and Fifty-eight Lacks, One thousand three hundred and fifty-six Rupees, besides the Treasure and Stores that were sent some Days since with Sir Eyre Coote to the Coast, and Bills accepted by this Government, and under Payment, making in all a Sum little short of Three Millions Sterling.

" If you will take the Trouble to peruse attentively the Letters of this Government to Madras and Bombay, and General Goddard on the 26th December 1781, you will in those Letters be not more satisfied with the Exertions which this Government have made in Supply, than with the Plan of Co-operation, which was so early recommended to both these Presidencies, and in which they were cautioned against the Operations of our natural Enemies, which in the ensuing February burst on the Carnatic.

" The Letter of this Government to the Presidency of Bombay, on the 14th of October last, had the most fortunate Effect upon the Operations of that Government, as you will perceive in General Mathews's Letter of the 2d of December last to Sir Eyre Coote, entered upon your Records: The following Paragraph is worth your Attention.

" The Letter of the 14th of October from the Supreme Council, and the Remittance of Fifteen Lacs, will not leave this Government a Pretence for Delay, and will give what they desire for the Outfit of the Expedition."

" You have since heard of General Mathews's Success. I have been honoured with a short Letter from him, dated at Bidenore, the 30th of January 1783, in which he says, that with the Support of this Government (of which I had taken the Liberty to assure him in a private Letter) he should hope to retrieve your Affairs on that Side of India.

" Having thus presumed to lay before your Honourable Court some Account of the Situation in which I found your Affairs, and of the Measures which the Governor General and Council pursued to retrieve them, permit me to state the particular Impression under which I viewed all the Transactions in India at such a Crisis. It was my Belief that Great Britain, after the Opposition and Separation of America, and attacked by so many powerful Enemies at Home and Abroad, could neither exist in her Finances nor Liberties, if India was not saved, and our Competitors here completely counteracted.

" The Separation of America came on by Degrees, and Trade, which was our only Return from thence, opened her Course through other Channels with Success. America yielded to Britain no landed Revenue; and each Colony there had, like the Mother Country, anticipated, by Debt, the Revenues of many Years. India was scarcely One Year's Revenue in Debt. The Loss of such a Dominion, if it was to happen, would be sudden, would be total; it would be irrecoverable by any Efforts from Home; it would prove the instant Loss of Millions of Individuals, and many Millions of the public Property; it would at once annihilate those Funds which constitute the Subsistence of all the Creditors of the India Company at Home and Abroad; it would fall upon the other Funds of the State, with a Shock that would strike the remotest Land-holder in Britain, and involve him ultimately in the same Fate with those who lived upon the Interest of the public Debts. But to complete the Misery of such an universal Catastrophe, our natural Enemies, who were in Force and Alliance upon the Spot, would succeed to the Remains of our Fortune; from that Succession, they could maintain their future Tenure, and dictate to Britain the last Terms of despotic Superiority.

" No Person but One who had once seen the Carnatic in its Prosperity, and who afterwards saw it in the Misery in which I beheld it, could conceive the Reality of the general Scene of Distress, which I have described, as within the Possibility of Human Events. There I saw Men who supposed themselves, and who literally were worth princely Fortunes a few Years before, absolutely in Want of Bread. The whole Substance of a great Colony, the Credit of a mighty Company and of Ally Princes, were extinguished by the Sword of Desolation. " You may come

on Shore," wrote Lord Macartney to me the Day I came to Anchor in the Roads, "but if the Gentlemen who are Passengers with you come along with you, they must sleep in the Streets." And where was, at that Instant, the Existence of the India Company?—Only in the Revenues of Bengal; and in Bengal a Situation of Affairs similar to that which existed in the Carnatic was to be greatly apprehended; and had it actually taken Place, I leave it to your own Ideas to reflect whether the general Catastrophe which I have represented as possible, was not to be dreaded as a certain Consequence. France looked to such a Reversion in your Fortune, and when you see her Armaments prepared upon a Scale of Force and Expence, which is the utmost that her Faculties can send against India, you cannot be too sensibly awakened to the Dangers you have escaped; nor consider those Events as impossible which could alone reimburse your natural Enemies, or give them any Prospect of future Advantage from such extraordinary Efforts. (a)

(Signed at the End)

"John Macpherson."

To shew, that even so late as the 26th of July 1783, the Distress of the Presidency of Madras still continued,

Read, from Book 447, already delivered in, the following Extract of a Consultation of the 18th August 1783, beginning at Page 734 of the same Book.

"Fort William, 18th August 1783.

Publick Dept.
Monday.

"At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
John Macpherson,
and
John Stables, } Esquires.

"Read the following Letter from the President and Council at Fort St. George.

"To the Honourable Warren Hastings Esquire, Governor General, and Council at Fort William.

"Honble. Sir and Sirs,

"We have the Pleasure to inform you, that since our Letter to you of the 21st July, the Honble. Company's Ships Barwell, Lord Macartney, York, Stormont, Lafcelles, Halliwell, and Belmont, have safely arrived here from England. On Board them are Part of His Majesty's 36th and 52d Regiments of Infantry, and we find the Remainder of those Corps are in the expected Ships which sailed at the same Time. The additional Expence that will necessarily be incurred by the Arrival of these Troops, has served to increase the Anxiety we before felt on Account of our Distress for Money. We have not now in our Treasury, including the Amount of the Bills you have lately transmitted hither and to Alasulipatam, more than sufficient for a Month's Disbursements, and we see no Prospects of any essential Supply but from you. Thus situated, we beg Leave to call your Attention to our approaching Necessities: Our Poverty has long exposed us to Inconvenience and Embarrassment, but the most fatal Consequences are now to be apprehended, unless we receive speedy Support from you. Our own Funds are trifling in Comparison with our present Expences, and our sole Dependence is upon your Assistance, which you have hitherto in our Emergencies so liberally afforded us, that we flatter ourselves we shall still be extricated from Difficulty by a Continuance of your Exertion in our Favour. We cannot at the same Time forbear observing to you, how much more convenient and quick the Remittance in Bullion is than by the Shroffs Bills, which are drawn at a very long Sight, and are not by any Means negotiable. (b)

"Fort St. George,
26th July 1783.

"We are,
Honble. Sir and Sirs,
Your most obedient Servants,
"Macartney, &c. Council.

(Signed at the End of the Consultation)

"Warren Hastings,
Edward Wheler,
John Macpherson,
John Stables."

The Counsel for the Defendant informed the House, they should next proceed to prove the Distress in all the other Stations of the Army, existing at the same Period of Time, and on the same Accounts, as the Distresses of Madras and Bombay already in

(a) Vide Appendix, N° CCCXXXIV.

(b) Vide Appendix, CCCXXXV.

Evidence; and, for this Purpose, they should first begin with that experienced by the Troops under Sir John Cumming.

Read, from Mr. Middleton's Letter Book, marked E. already delivered in, the following Letter from Mr. Middleton to Sir John Cumming, dated the 12th July 1781.

" To Colonel Sir John Cumming, commanding at Futty Ghur.

" Sir,

" An Escort having arrived from Gawnpore, with the most earnest Requisition for a very large Supply of Treasure, I have been unavoidably necessitated to send off what ready Money I had. However, to prevent this, as much as possible, being any Disappointment to you, I here-with enclose you an Order for 40,000 Rupees, upon the Aumil of Rohilcund. He has the Money ready; and I have written to him by this Dawk, to dispatch it immediately, in order to meet your Guard on the Road. The Distance from Berelly is 20 Cos less from Furruckabad than this Place is, so that I trust upon the Whole, you may, by this Mode, receive your Remittance even earlier than it could have arrived by my dispatching it with your Elcort from hence; particularly as the collecting so large a Sum as your * Want, after the unavoidable Remittance I have made to Cawnpore, would take up a considerable Time. • Sic in Orig.

" Lucknow,
the 12th July 1781.

" I have the Honour to be,
Sir, &c."

" P. S. Exclusively of the above mentioned Four Lacks, I enclose you Bills amounting to 23,000 Sunnauts, the Terms of which are all long elapsed, so that they will be realized upon Presentation."

Read, from Mr. Middleton's Letter Book, marked A. already delivered in, the following Letter, from Mr. Walker to Mr. Middleton, dated the 2d September, beginning at Page 162 of the same Book.

" To Nathaniel Middleton Esquire.

" Sir,

" Being ordered to Khyrabad by Colonel Cumming, on the Recruiting Service, with a Promise that he would send me an Order on this Place for the Subsistence of the Recruits; he now writes me, that by the Regulations he cannot issue an Order for any Money, and that I must subsist them till they arrive at Futty Gur—That being Four Months without any Pay, puts it out of my Power to comply with the Orders, unless you will be so obliging to give an Order on this Place for Five or Six hundred Rupees, and will, on my Return to Futty Ghur, account to the † with the Paymaster there, out of my Arrears, for the Sum you may be pleased to order me. † Sic in Orig.

" I am, Sir, &c.

" R. Walker."

" Kyrabad,
2d Sept.

Read, from the same Book, the following Letter from Colonel Champion to Mr. Middleton, dated the 2d September, beginning at Page 163, of the same Book.

" To Nath. Middleton Esquire.

" Sir,

" I beg Leave to inform you, that the Cavalry Corps at this Station are now in their Third Month of Arrears, and that I have received no Money since my Application in July.

" I beg in consequence to request a Reply relative to the Supply required in my Application of the 6th of July.

" I am, &c.

" J. Champion."

" Futty Ghur,
2d Sept.

To shew that Colonel Morgan, on being ordered from Cawnpore to Futtygur the Beginning of September 1781, was obliged to apply to the Resident for further Assistance and necessary Supplies towards that Expedition,

Read, from the same Book, the following Letter from Colonel Morgan to Mr. Middleton, dated the 3d September, beginning at Page 166 of the same Book.

" To John Middleton Esquire.

" Sir,

" I have the Honour to acknowledge the Receipt of your Letter of the 2d instant, inclosing a Letter from N. Middleton, Esquire, under Date the 31st instant, that covered an Order from the
the

the Honble. the Governor General to me. I had been honoured by Receipt of Two Orders from the Governor some Days before, and last Night a fresh Order arrived for my proceeding down to Chunar Gur with my whole Force, which makes me urge again my Entreaty, that you will afford me all Assistance in your Power with Money; the Necessity of having Treasure with me is too obvious for me to say any Thing further about it here.

"I have to request also, that you will be so good as to send immediately an Order to the Cutival of Lutafut Gunge to pass 30 Boats of Grain that he has stopped near Ilahi Kura, which were coming for the Use of the Troops at this Station, as I shall be in Want not only of the Grain, but of the Boats.

"I am, Sir, &c.

"James Morgan."

"Cawnpore,
Sept. 3d.

To prove that, on the 3d September 1781, the Army at the Stations of Futtygur and Dirnagur was so clamorous for Want of Pay and Provisions, that the Resident was applied to for an extra Sum of Money for their Supply,

Read, from the same Book, the following Letter from Sir John Cumming to Mr. Middleton, dated the 3d September, beginning at Page 164 of the same Book.

"To John Middleton Esquire.

"Sir,

"In the Absence of your Brother I am under the Necessity of applying to you for Money for the Pay of the Troops at this Station and at Dirnagur. The Length of Time they are in Arrears, and the high Price of Provisions, has accumulated our Distress and they are become extremely clamorous. In the present State of Affairs it is very necessary to take every Step to prevent Dissatisfaction among them, and I beg of you to send me Two Lacks of Rupees at any Rate. I have directed the Paymasters to transmit you Drafts for that Amount; but beg you will not consider this as merely the usual Demand, but as an Application made on the utmost Emergency, and, if possible, comply with it either in Whole, or Part, as it may be in your Power. I request you will answer this Letter without Loss of Time. I shall order Two Companies of Sepoys off directly as an Escort, depending upon your Compliance.

"Futty Ghur,
September 3d.

"I am Sir, &c.

"John Cumming."

Read, from the same Book, the following Letter from Mr. Day to Mr. Middleton, dated the 3d September, beginning at Page 166 of the same Book.

"To Nathaniel Middleton Esquire.

"Sir,

"I did myself the Honour of addressing a Letter to you the 25th ultimo, which, from my having received no Reply to, I concluded has by some Means miscarried. I then informed you that the Troops at this Station, and those at Daranagur, were upwards of Three Months in Arrears, and requested Five Lacks of Rupees (agreeable to the Estimate then sent, and now again enclosed) might be remitted to me for the Payment of them.

"I have now to repeat my Request, and hope it will be complied with as soon as possible, as the Troops are exceedingly clamorous and distressed for their Pay, of which the enclosed Copy of a Note which I take the Liberty of sending you, addressed by Major Macpherison to Colonel Cummings's Aid de Camp, and sent by the Colonel to me, will give you a clearer Idea than any Thing I can say on the Subject.

"Futty Ghur,
3d September.

"I am, Sir, &c.

"Geo. Day."

Read, from the same Book, the following Letter from Sir John Cumming to Mr. John Middleton, dated the 4th September, beginning at Page 165 of the same Book.

"To John Middleton Esquire.

"Sir,

"In consequence of an Express from the Governor General, I march for Cawnpore. I beg of you to dispatch Money, any Thing from Two Lacks of Rupees to Fifty Thousand will be a Relief. The Troops are starving, and very clamorous, and this sudden Movement will increase it. I leave this at Eight o'Clock in the Morning. I have ordered the Two Regiments from Daranagur to march by forced Marches for this Place. If you can send Forty or Fifty thousand Rupees to meet them at Bareilly, you will do an essential Service. They are Three Months in Arrears. Judge of their Distress in being called so suddenly away.

"Futty Ghur,
4th Sept.

"I am, Sir, &c.

"J. Cumming."

Read, from the same Book, another Letter from Sir John Cumming to Mr. John Middleton, dated Sept. 6, beginning at Page 169 of the same Book.

“ To J. Middleton Esquire. .

“ Sir,

“ I beg Leave to acquaint you, that I fully rely on your dispatching immediately Fifty thousand Rupees for the Pay of the Detachment, our Distress being now such, that even the Officers, as well as Sepoys, find it difficult to raise a Rupee for their daily Subsistence, and the above Sum will be sufficient only for a few Days.

“ Sir, &c.

“ J. Cumming.”

“ Camp near Caddy Gonge,
6th Sept.

To shew that the low State of the Company's Treasury in Oude was such, that it would not permit of the Resident's Compliance with the Whole of the Request made to him on the Part of Mr. Day, for the Supply of his Troops,

Read, from Letter Book E. already delivered in, the following Letter from Mr. Middleton to Mr. Day, dated the 6th September 1781.

“ To Mr. George Day, Paymaster to the Troops at Futtý Ghur.

“ Sir,

“ I did myself the Honour to address you under Date the 1st instant, acknowledging the Receipt of your Letter of the 24th ultimo, addressed to Mr. Nathaniel Middleton; since which I have received yours of the 3d. The low State of the Company's Treasury will not admit of my complying with the Whole of your Estimate at present. One Lack of Rupees is now ready for Dispatch, and waits only the Arrival of an Escort from your Camp, to take Charge of it. I have addressed Colonel Sir John Cumming on the Subject by this Dawk; and have the Honour to be,

“ Lucknow,
the 6th September 1781.

“ Sir,

“ Your most obedient humble Servant.

(No Signature at the End of the Letter.)

Read, from Book A, already delivered in, the following Letter from Mr. Day to Mr. J. Middleton, dated the 8th September, beginning at Page 169 of the same Book.

“ To Mr. J. Middleton.

“ Sir,

“ I have just now been honoured with your Letter of the 6th instant. I shall immediately apply to the Commanding Officer here for an Escort to send for the Lack of Rupees which you informed me was ready.

“ As I have been under the Necessity of raising Money, not only on my own Credit, but by drawing Bills on the Paymaster General (though contrary to the Regulations of the Board), in order to relieve the pressing Necessities of the Troops when they were on the Point of marching; I must request that you will, as soon as possible, send me the Balance (4 Lack) of the Estimate I transmitted you.

“ Futtý Ghur,
8th September.

“ I am, &c.

“ Geo. Day.”

To shew further the Necessities of the Treasury of the Company at Oude,

Read, from Letter Book E. already delivered in, the following Letter from Mr. Middleton to Sir John Cumming, dated the 6th September 1781.

“ To Colonel Sir John Cumming commanding at Futtý Ghur.

“ Sir,

“ I have been honoured with the Receipt of your Letters, under Date the 3d and 4th instant, desiring an immediate Supply of Two Lacks of Rupees—I am extremely sorry it is not in my Power to comply with your Request in full. The Drafts which have been lately made upon this Treasury from Cawnpore, and a large Sum I have been under the Necessity of sending to the Honble. the Governor General at Chunar Ghur, renders it impossible for me to assist you with more than One Lack of Rupees for the present. The Instant I have the Means of affording you a further Supply, I will do myself the Honour of addressing you.

“ I would with Pleasure have dispatched the Treasure without waiting the Arrival of your Escort, could I have procured * as sufficient Guard for its Protection. The Vizier's Body Guard and Seven Companies marched with his Excellency, and I have hardly a sufficient Number of Sepoys left for the Protection of the Honble. Company's Treasury. • Sic in Orig.

“ I am,

Sir,

Yours, &c.”

(No Signature at the End of the Letter.)

“ Lucknow,
the 6th Sept. 1781.

To prove that the Troops at Daranagur, in September 1781, were Three Months in Arrear, and that Mr. Middleton was applied to for Money to discharge them,

Read, from Letter Book A. already delivered in, the following Postscript to a Letter from Sir John Cumming to Mr. J. Middleton, dated Cawnpore, 11th September, beginning at Page 174 of the same Book.

" P. S. The Troops at Daranagur being now Three Months in Arrear, I entreat you will immediately order 60,000 Bareilly Rupees to be got ready at Bareilly, to wait the Arrival of the Escort to be dispatched from Daranagur to that Place for the 500 Stand of Arms, which I expect will be sent from Lucknow." (a)

To shew the Situation of the Army at Rohilcund, under Major Briscoe's Command; that they had contracted Debts to a large Amount, and were in Distress to discharge them, and that in September 1781 their Pay was Three Months in Arrear,

Read, from the same Book, the following Letter from Major Briscoe, dated the 18th September, beginning at Page 177 of the same Book.

" To Nathaniel Middleton Esquire.

" Sir,

" I have this Morning been honoured with your Letter of the 13th instant, and immediately detached a Guard to Bareilly, with the Order you enclosed to Co-ja-Ain-UI-Deen, for the Sum of 60,000 Bareilly Rupees, on Account of my Detachment.

" Some Days ago I was obliged to write Mr. Day, Paymaster at Futtu Ghur, acquainting him with the distressed Situation of the Troops under my Command, for Want of their Pay, and requested he would take some speedy Method of sending Money to discharge the Troops their long Arrears, as they have nothing to subsist upon, and complain loudly of the Hardships they suffer from the many Delays in receiving their Pay.

" As I am at a Frontier Station, it is necessary the Detachment should be paid up their Arrears, or I am apprehensive some bad Consequences may ensue from the Troops, as they have contracted large Debts to the Inhabitants of Rohilcund, and have of late been very clamorous about their Pay; nay, it is impossible for me to describe to you the numerous Inconveniencies the Troops have undergone many Months past, from the Length of Time they have been kept in Arrears, Three, Four, and once near Five Months, they had Pay due * them. At present the Detachment are in Arrears Part of June, July, August, and September. As the Money will not arrive from Bareilly before next Month, the Officers did not draw their June Bills, on Purpose that the Sepoys might receive all the Money in the Treasury at this Station, which, as it was run far short of paying them their full for June, the 60,000 Rupees you have ordered, will not pay the Detachment for July, and what is still due * them for June, so that they will have very little Relief from it, especially as the Demands upon them are great by the Natives.

" The Aumil wrote me lately he had delivered above one Lack of Rupees and Eighteen thousand into the Hands of the Futtu Gur Paymaster Sirca at Bareilly, exclusive of what Money was sent to Futtu Gur and this Place some Time ago; so that the above Sum must not be in Charge of Ramseneder Sirca at Bareilly. I therefore hope and request you will on Receipt of this send an Order for One Lack of Rupees at least to be sent with the Escort from Bareilly, and that will go nearly to paying the Detachment their Arrears up to September, as by then it arrives the Troops will, in case such a Sum is sent, only have one Month due them. If this is practicable, after what I have represented to you, regarding the Troops being put to such Straits and Difficulties on Account of Pay, I make no Doubt you will send an immediate Order to Bareilly for such an Amount being granted for the Use of this Detachment; you will have sufficient Time to forward the Order before the Guard will be able to leave Bareilly. I have frequently written to the commanding Officer at Futtu Ghur and Paymaster on this Subject.

" I am, Sir, &c.

" Rohilcund,
18th Sept.

" H. Briscoe."

To prove further the Distresses of the Army,

Read, from the same Book, the following Letter from Mr. Day to Mr. Middleton, dated September 19th, beginning at Page 176 of the same Book.

" To Nath. Middleton Esquire.

" Sir,

" I did myself the Honour of addressing Mr. J. C. Middleton, Assistant to the Collector, &c. the 8th instant (to which I have as yet received no Reply). I then represented the different Expe-

(a) Vide Appendix, N^o CCCXXXVI.

dients I was necessitated to have Recourse to, in order to raise Money for the Relief of the Troops, who were distressed to the last Degree for their Pay, and requested that I might as soon as possible be supplied with the Balance due on the Estimate transmitted to you the 3d instant; to which permit me now to add, that the with-holding the necessary Supplies for the Payment of the Troops at this critical Juncture, may be attended with the most serious Consequences.

" That you may be enabled to judge of the present Distress of the Troops, I take the Liberty of enclosing you an Extract of a Letter, which I have this Moment received from the Commanding Officer at Daranagur; it will give you a clearer Idea of their Situation, than any Thing I can add on the Subject.

" Futy Ghur,
the 19th Sept.

" I am, Sir,
" Geo. Day."

The Counsel for the Defendant informed the House, they should now proceed to the Production of Documents of a Date subsequent to the Period at which the Distresses of the Armies are stated (a) by the Managers for the Commons to have ceased, namely, the 19th September 1781, the Date of the Treaty of Chunar; in order to shew that the Necessities and Distresses of the Army continued at the different Stations till long after that Time.

Read, from the same Book, the following Extract of a Letter from Mr. Day to Mr. J. C. Middleton, dated the 2d October, beginning at Page 3, of the Second Series of Pages in the same Book.

" To Mr. J. C. Middleton.

" In my last I took the Liberty to mention that the Troops at Daranagur would still, after they had received the 60,000 Rupees sent to Major Briscoe, be Three Months in Arrears; and begged you would enable me to pay them up as soon as possible. Permit me now to repeat my Request, as you must be sensible that by so long an Arrear they must be greatly distressed.

" Futy Ghur,
October 2d.

" I am, Sir,
" Geo. Day."

Read, from the same Book, the following Letter from Colonel Morgan to Mr. Middleton, dated the 15th October, beginning at Page 27 of the Second Part of the same Book.

" To Nath. Middleton Esquire.

" Sir,

" I beg Leave to inform you that the European Troops under my Command are nearly Two Months in Arrears, and the Native Troops nearly Three Months; therefore I have to request of you that you will be pleased to let the Paymaster of my Brigade have Cash enough for paying the Europeans for October, and the Natives for the * the Month of August, as soon as you can; and give me Intimation when it will be ready, that I may order an Escort to be sent for conducting it here. * Sic in Orig.

" Camp near Cawnpore,
October 15th.

" I am Sir, &c.
" J. Morgan."

Read, from the same Book, the following Letter from Major Nailor to Mr. Middleton, dated October 19th, 1781, beginning at Page 34 of the Second Part of the same Book.

" Camp, Goonda, October 19, 1781.

" Dear Sir,

" I did myself the Pleasure to address you the 11th instant. My Regiment is, at the End of this Month, Three Months in Arrears, and I shall esteem myself obliged, if you will advance me the Month of August's Pay, either upon the Abstracts, or upon my Receipt for the Amount, which can be sent as Cash to the Paymaster at Futy Gur. The People keep at a Distance, are in a very distracted Situation, and call out for the proper People as Fouzdars, to settle and adjust among them.

" I have the Honour to be,
Dear Sir,
Your most obedient humble Servant,
(Signed) " J. Nailor."

(a) Vide supra, Page 757.

To shew that the Troops under Colonel Muir, on the Banks of the Syngar, were in a wretched State in November 1781, for Want of Money and Cloathing, and that their Commander was obliged to draw on Mr. Middleton for Money to supply them,

Read, from the same Book, the following Letter from Colonel Muir to Mr. Middleton, dated November 19, 1781, beginning at Page 50 of the Second Part of the same Book.

“ To Nathaniel Middleton Esquire, Resident at the Vizier's Court.

“ Sir,

“ This serves to advise you, that I shall immediately draw on you for a Sum not exceeding One Lack of Sunaut Rupees. A List of the Bills, I shall do myself the Pleasure to transmit hereafter.

“ The low State of my Military Chest, and the heavy Distress of the Troops, oblige me to draw on you at this short Notice. This Sum will enable me to pay the September Abstracts, a Circumstance I am most particularly anxious to accomplish at this Juncture, as the Troops in general are in a very naked State, and the Dearness, as well as Scarcity of every Article of small Cloathing in the Country where they have been so long stationed, was an unfurmountable Bar to their supplying themselves there, and the high Price of every Necessary of Life put it totally out of their Power to have a Sufficiency to purchase, now that they are arrived in a cheap Country; I therefore hope you will not hesitate in honouring my Draft, I being urged to apply to you on such an emergent Occasion; and as from the Remittances which the Paymaster will be enabled to grant upon this Credit to the several Officers in Camp, the Amount of my Bill on you will be paid into his Treasury immediately.

“ Camp on the Banks
of the Syngar Nullah,
5 Miles N. E. of
Etyah,
19th Nov. 1781.

“ I have the Honour to be,

Sir,

Your most obedient humble Servant,

(Signed)

“ G. Muir,
Colonel commanding.”

To shew that on the 21st November 1781, the Troops and Inhabitants of Daranagar laboured under very great Difficulties on Account of the Arrears due to the Troops, which prevented the Discharge of their Debts contracted in the Town,

Read, from the same Book, the following Letter from Sir John Cumming to Mr. Middleton, dated November 27, 1781, beginning at Page 56 of the 2d Part of the same Book.

“ To Nathaniel Middleton Esquire, Resident at the Vizier's Court.

“ Sir,

• Sic in Orig.

“ I have the Honour to enclose you, Extract of a Letter, which I this Day received from Major Briscoe, at Daranagar, representing the great Distress which the Troops of the Detachment, as well as the poor Inhabitants of the Place, must needs suffer in consequence of the late Order for withdrawing * that Station, and on Account of the great Arrears now due to the Troops there—As I can add nothing upon this Subject which will not naturally occur to yourself, I have no Doubt but you will adopt the speediest and most effectual Measures to remove the Distress under which the Troops labour, and to enable them to discharge their just Debts to the Inhabitants.

“ I have the Honour to be,

Sir,

Your most obedient humble Servant,

(Signed)

“ John Cumming, Colonel.”

“ Fatty Ghur,
November 27, 1781.

Read, from the same Book, the following Letter from Colonel Morgan to Mr. Middleton, dated December 29, 1781, beginning at Page 83 of the 2d Part of the same Book.

“ To Nathaniel Middleton Esquire, Resident at the Court of his Excellency the Nabob Vizier,

“ Sir,

“ In consequence of a Letter I received Yesterday from the Honble. Governor General, I have ordered Colonel Sir John Cumming to proceed to Lucknow, with a Detachment of One Company of European Artillery, Three Regiments of Sepoys, and Six Guns, and I have given him

(*) Vide Appendix, No CCCXXXVII.

Instructions to act agreeably to the Directions his Excellency the Nabob Vizier shall send him through you for supporting his Authority, and for securing the Peace and Tranquillity of his Country.

" I have also sent Orders to Major Gilpin to obey all such Orders as Colonel Sir John Cumming shall give him till further Orders, as his Regiment is to compose Part of the Detachment under Colonel Cumming, agreeably to the Honble. Governor General's Instructions.

" As on the 1st of next Month the Europeans of my Brigade will have Three Months Pay due to them, and the Native Troops Four Months, permit me to request of you to send as soon as possibly you can some Money to pay them.

" Cawnpore,
December 29, 1781.

" I have the Honour to be,
Sir,
Your most obedient humble Servant,
(Signed) " James Morgan,
" Colonel Commanding in the Field."

To prove that, in January 1782, the Troops under Colonel Muir's Command were Four Months in Arrear, and that their only Reliance for Supply was on the Resident,

Read, from the same Book, the following Letter from Colonel Muir to Mr. Middleton, dated the 13th of January 1781, beginning at Page 89 of the same Book.

" To Nathaniel Middleton Esquire, Resident at the Vizier's Court.

" Sir,

" I have been favoured by Receipt of your Letter of the 31st ultimo, and anxiously wait your Information of the Sum due to the Cavalry of my Detachment being ready.

" As the only Expectation of a Supply of Money I now have is from you, the distressed State of my Detachment I beg leave to lay before you. The Troops are now no less than Four Months in Arrears, and the Detachment in * Orders to march into Cawnpore, where upon its Arrival, the several Corps of which it is composed will be ordered to join their respective Brigades. The Distresses those Troops have already experienced, and what further threatens them, unless in your Power to afford them Relief, must plead my Excuse in soliciting an immediate Supply from your Treasury, exclusive of the Balance of So' Rupees 1,08,716 due to the Cavalry; the Sum of Three Lacks would enable me to clear off all the Accounts of my Detachment up to the 30th of November; this Sum, or as much as you can conveniently furnish, I earnestly entreat you will oblige me by supplying me with as soon as possible. • Sic in Orig.

" I expect to march the Detachment into the Station of Cawnpore by the 22d instant, by which Time the Receipt of the Money solicited for will afford me particular Satisfaction; and flatter myself if you can spare it from your Treasury, although the Troops under my Command may not be at his Excellency's Charge, yet the particular Debit of the † Issue will be no Obstacle to your † Compliance. † Sic in Orig.

" Camp near Ackberpore,
13th January 1782.

" I have the Honour to be,
Sir,
Your most obedient Servant,
(Signed) " G. Muir,
Colonel commanding."

To prove that, on the 16th January 1782, the Troops under Colonel Morgan, both Officers and Men, were exceedingly distressed for Want of Money, and that the Native Troops were then near Five, and the Europeans near Four Months in Arrear,

Read, from the same Book, the following Letter from Colonel Morgan to Mr. Middleton, dated Jan. 16, 1782, beginning at Page 90 of the same Book.

" To Nathaniel Middleton Esquire, Resident at his Excellency the Vizier's Court.

" Sir,

" I am concerned to be under the Necessity of representing to you that the Officers and Men under my Command are now exceedingly distressed, and suffer numberless Inconveniences for Want of Money; I have therefore to request of you to send some for them without Delay, for most of the native Troops are near Five Months in Arrears, and the Europeans near Four.

" I must entreat you to dispatch some Money, as the Troops cannot move from this Station without receiving some of their Arrears; and I have to put in immediate Execution the Honble. Governor

(2034)

Governor-General's Orders for the Arrangement of the Troops, should you not have any Occasion for that Detachment ordered to proceed to Lucknow, under the Command of Colonel Sir John Cumming.

" I have the Honor to be,

Sir,

Your most obedient humble Servant,

(Signed) " James Morgan,

Colonel Commanding in the Field."

" Cawnpore,
16th Jan. 1782.

The Witness was directed to withdraw.

Then the House adjourned to the Chamber of Parliament.

Die Sabbati, 20° Aprilis 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counsel for the Defendant they might proceed with his Defence.

The Counsel for the Defendant informed the House, they should next produce Evidence to shew that the Victory obtained by Sir Eyre Coote in the Carnatic, on the 27th of September 1781, (which had been proved by the Managers for the Commons, in their Evidence on this Article, by a Letter from Mr. Middleton to the Defendant, dated October 28th 1781) did not in any Degree relieve the Distresses of the Army in that Country, arising from the Want of Provisions; for this Purpose they desired Mr. Hudson might be called in.

Mr. ROBERT HUDSON was accordingly again called in, and produced a Book endorsed, "Fort St. George, Select Committee, from the 24th April to the 17th October 1781. Received, per Swallow, 10th June 1782." The same being delivered in,

Read, the following Extract of Select Committee Proceedings of the 1st October 1781, beginning at Page 2465 of the same Book.

"Fort St. George, 1st October 1781.

(No Presents mentioned.)

"To the Right Honble. Lord Macartney, &c.

"Select Committee.

"My Lord and Gentlemen,

"I have the Pleasure to inform you, that this Afternoon I have gained a Third and complete Victory over the Whole of Hyder's Army, which had collected in greater Force than I had yet seen them, and taken up very strong Ground, from which, however, we beat them, with much Havock on their Side, and but little Loss on ours. We have only One Subaltern killed, and by what I can gather from the Reports yet made me, not another Officer of any Denomination even wounded. I conclude from what I saw, and was reported to me, that Hyder's Army could not have consisted of less than 150,000 Men. We are now pitching our Tents on the Field of Battle; viz. on the Ground which he had occupied. I find he has not been able to carry off all his Guns. I would give all the Credit of this Victory for Five Days Rice. The Behaviour of the Officers and Men has been such as deserves the highest Commendation. When I have more Leisure, you shall be informed of Particulars.

From General Coote. Gains a Third and complete Victory over Hyder's Army.

"Field of Battle, near Shulinger,
27th September 1781.

"I am,
My Lord and Gentlemen,
Your most obedient Servant,
"Eyre Coote."

The Counsel for the Defendant informed the House, they should next produce Documents respecting the Recal of the Resident at Oude, in order to complete the Evidence given by the Managers under that Head.

Read, from Book 79, already delivered in, the following Extract of a Consultation of the 2d October 1780, beginning at Page 62 of the same Book.

"Fort William, 2d October 1780.

"At a Council, Present,
The Honourable Warren Hastings, Governor General, President;
Philip Francis, } Esquires.
Edward Wheler, }
Lieutenant General Sir Eyre Coote K. B.

Public Dept.
Monday.

"The Governor General.

§ "Before the Board enter into the Consideration of this extraordinary Motion, I must beg Leave to offer some Observations upon it. Were the most inveterate and determined Adver-

"lary

“fary of the British Nation to possess, by whatever Means, a Share in the Administration, he
 “could not devise a Measure in itself so pernicious, or time it so effectually for the Ruin of the
 “British Interests in India, as that now introduced to the Board. Mr. Francis alone is consci-
 “ous of his own Motives and Intentions; I can speak only to their Tendency. We are at this
 “Instant involved in a new War with perhaps the most powerful of all the States in India, which
 “has opened with a Calamity so dreadful, as to require the most immediate and vigorous Exer-
 “tions of this Government to prevent what must otherwise be the Consequence, the total and
 “speedy Loss of the Carnatic, and of all the British Establishments and Possessions in that Part of
 “India. To ward off this impending Danger we have, besides immediate Preparations of War,
 “resolved to offer a Peace on their own Terms to the Marattas, with whom we have been, dur-
 “ing the past Two Years, engaged in a hazardous, though hitherto successful War. At such a
 “Time to proclaim an entire Subversion of the Influence of this Government (for such must be
 “the Effect, whether it be or be not the Intention of the present Question), will be to defeat
 “every End of the Measures on which we have lately resolved, to give Encouragement to our
 “Enemies by the Prospect of an inverted, fluctuating, or divided Government, and discourage
 “those to whom the Advances of this Government are made, when they see the Person in
 “whose Name they are offered, and to whom alone they look as the Representative Instrument
 “of the British Nation in India, treated at the same Instant with Contempt, and disarmed of
 “the Power of fulfilling the Engagements, and maintaining the Faith of the Treaties offered by
 “him for their Acceptance.” § (a) [I will ask, who is Mr. Bristow, that a Member of
 the Administration should, at such a Time, hold him forth as an Instrument for the Degradation
 of the first executive Member of this Government. What are the professed Objects of his Ap-
 pointment? What are the Merits and Services, or what the Qualifications, which entitle him to
 such an uncommon Distinction? Is it for his superior Integrity, or from his eminent Abilities,
 that he is to be dignified at such Hazards of every Consideration that ought to influence the
 Members of this Administration? Of the former I know no Proofs.—I am sure it is not an
 Evidence of it, that he has been enabled to make himself the Principal in such a Competition; and
 for the Test of his Abilities, I appeal to the Letter which he has dared to write to this Board, and
 which I am ashamed to say, we have suffered. I desire that a Copy of it may be inserted in this Day’s
 Proceedings, that it may stand before the Eyes of every Member of the Board, when he shall give
 his Vote upon a Question for giving their Confidence to a Man, their Servant, who has publicly in-
 sulted them, his Masters, and the Members of the Government to whom he owes his Obedience;
 who, assuming an Association with the Court of Directors, and erecting himself into a Tribunal, has
 arraigned them for Disobedience of Orders, passed Judgment upon them, and condemned or ac-
 quitted them as their Magistrate and Superior. Let the Board consider, whether a Man possessed of
 so independent a Spirit, who has already shewn such a Contempt of their Authority, who has shewn
 himself so wretched an Advocate for his own Cause, and Negotiator for his own Interest, is fit
 to be trusted with the Guardianship of their Honour, the Execution of their Measures, and as their
 confidential Manager and Negotiator with the Princes of India.] § (“As the Motion has
 “been unaccompanied by any Reasons which should induce the Board to pass their Acquiescence
 “in it, I presume that the Motion which preceded it for reading the Orders of the Court of
 “Directors, was intended to serve as an Argument for it, as well as an Introduction to it. The
 “last of those Orders was dictated the 23d December 1778, almost Two Years past; they
 “were dictated at a Time when, I am sorry to say, the Court of Directors were in the Habit of
 “casting Reproach upon my Conduct, and heaping Indignities on my Station; at a Time when
 “their Affairs in every Part of India wore the Aspect of Prosperity; at a Time too when the
 “Renewal of the Company’s Charter was in Contemplation, and a new Settlement of Govern-
 “ment was required for the Administration of these Provinces. It was certainly their Intention
 “or Expectation that I should be immediately removed from this Government, and some other
 “Person substituted in my Place. To what Causes the Suspension of this Design is to be
 “ascribed I shall not enquire; but since they themselves have thought it proper to continue me
 “in the chief Administration of their Affairs, I shall not offer so gross an Insult to their Under-
 “standings, or Impeachment of their Integrity, as to suppose that they could ever think it
 “consistent with the Interests and Security of their Constituents to deprive me of those Au-
 “thorities and Sources of Influence, which can alone enable me to fulfil the Duties they have
 “alligned me, and on the Foundation of which so heavy a Responsibility rests on me par-
 “ticularly. The relative Situation of the Governor General, and of the other Members of the
 “Council, has not indeed been defined by the Act of Parliament, which has constituted their
 “collective Authority; but in all Instances in which that Act has been silent, the Powers,
 “and Practice of the former Government were declared by the Act itself to subsist unchanged.
 “By the ancient and immemorial Constitution of the Company, the executive Authority of
 “every Presidency was committed to the first Member of it. He was declared the imme-
 “diate and sole Agent in all Negotiations and Transactions with the Country Powers, and
 “his Name alone was announced to them as the Representative of the Government; as the

(a) Vide supra, Page 508.

" Government: Let it then be considered, how far the Principles and obvious Design of this Prerogative are generally connected with the Question now before the Board, independently of the peculiar Circumstances which attended it." § (a) [The Removal of Mr. Middleton, my Agent at the Court of the Nabob of Oude, was the first Act of a Majority of this Administration in the Year 1774, to proclaim the Annihilation of my Authority; and the Effect most completely answered that Intention, for from that Moment I was considered, both at the Court of Oude, and in every other Court, which had any Connection with this Government, in no other Light than as the constrained Instrument of exercising an Authority which had been established on the Ruins of my own. Such must be the evident Effect of the present Question if it shall be carried against me.] § (" I will not carry this Argument to the further Lengths or Conclusions to which it would warrantably lead me; but I do not * solemnly adjure the other * S.c in Orig. Members of the Board, that, unless they think me totally unqualified to execute the Functions of my Station, they will not give their Sanction to a Measure which must reduce me to the State of a nominal Member of it, which shall take the Reins of Administration from my Hands, to place them in those of Mr. Francis, and which, by subverting the natural Order of the Constitution, must deprive it of its Vigour by whomsoever it may be occasionally held. While they pay that Obedience and Respect which I am as ready as they are to yield to the Orders of the Court of Directors, let them compare the Situation of Things as they stood at the Time when these Orders were issued, with the present, and let them imagine what Orders the Court of Directors would, at such a Period as this, pass on such a Question. If they think, but it is impossible to suppose it, that a Body of Men, so respectable in their Characters and in their Rank of Life, would, at a Time like this, consent to degrade and disarm the first Instrument of their Authority, let them give their Votes for the Question; if not, let them act by their strongest Conviction of what would be the orders of the Company in the present Case, not what it is, applied to One which it was impossible for the Company to have foreseen; I again call upon them most solemnly to support my Authority, and at the same Time their own Rights and their Reputation, which are connected with it, both in its immediate Effect, and its remoter but inevitable Consequences.)" (b)

(No Signature at the End of the Consultation.)

Read, a further Extract from the same Book, and same Consultation, as follows:

" Sir Eyre Coote.—At a Time when I am so engaged in the public Concern, I little expected that any Question of a private Nature would be agitated at this Board, that could possibly interrupt the Harmony of it, and that at a Time when that Harmony is so necessary for carrying on of the public Service. The Question to me is of so much Magnitude, that I must beg Leave to defer giving my Opinion on it till To-morrow." (c)

Read, from the same Book, the following Extract of a Consultation of the 3d October 1780, beginning at Page 86 of the same.

" Fort William, 3d October 1780.
 " At a Council; Present,
 The Honourable Warren Hastings, Governor General, President;
 Philip Francis, } Esquires.
 Edward Wheler, }
 Lieutenant General Sir Eyre Coote K. B.

Public Dept.
Tuesday.

" Sir Eyre Coote delivers in the following Minute.

" After having created the Board the Trouble of a Second Meeting on the Question which formed the Subject of Yesterday's Debate, and for which I trust its Importance, my own Situation at this Juncture, and my being without any previous Knowledge until I arrived in Town in the Morning, that such a Business was likely to come before us, will plead Excuse. It is not my Intention to encroach further on their Time by tedious Argument or Discussion.

" Whilst I am bound in Honour, by my Opinion recorded on the Proceedings of this Board on a former Occasion, to support all Orders received from the Court of Directors, subsequent to my Arrival in this Country, I nevertheless hold it a Duty equally incumbent upon me as a Member of this Administration, appointed under the Authority of an Act of Parliament, and to which Tribunal of the British Constitution we are ultimately responsible for the due Execution of the important Trust committed to our Charge, the Care of the Interests of the English Nation in India, to judge how far, in following such Orders, I am likely to injure that first Object of our Attention.

" The late Requisition made of me by this Board, to take upon me the Command of the Army at Madras, and the Grounds upon which that Requisition was made, render it altogether

(a) Vide supra, Page 509.

(b) Vide Appendix, N° XXXIII.

(c) Vide Appendix, ibid.

unnecessary for me to bring forward, on this Occasion, Arguments in Proof of the very critical State of the Interests of the Company and the English Nation in India. Our unanimous Agreement on the Measure, and our subsequent Resolutions to carry it into force, evince its Expediency; and which I flattered myself had been the Result of a disinterested Conviction in the Mind of every Member of this Board, and of a Determination to allow no Objects to interpose which could have a Tendency to obstruct the successful Execution thereof. That the Restoration of Mr. Bristow, at this Time, to the Charge of the Residency at Lucknow, will produce Effects highly prejudicial thereto, I have not a Doubt of; as it will generate in the Minds of every Power of Hindostan, that the Governor General is carrying on Treaties with them which he has not the Power to ratify, and will produce on their Part Consequences destructive to all Negotiation, Indecision and Procrastination. The Necessity of avoiding every Step that can give rise to such Impediments, at the very Time the Governor General is negotiating, under the Sanction of this Board, Terms of Peace with the Marhattas, I am persuaded is too obvious to every Member of it to require Elucidation, and that they see it as a Conduct highly inseparable from the real Purpose of their Resolves, to give him every possible Support, both in Word and Action, for the Accomplishment of a Business in which the Interests of the Public are so essentially concerned.

" In short, although my former Declarations, added to the Rule I had laid down for my Conduct in all Cases where I could have the Orders of the Court of Directors for my Guide, obliges me to give my Voice in Favour of Mr. Francis's Motion; I nevertheless see, and am so thoroughly convinced of the great Necessity there is in the present critical Conjuncture of our Affairs in India, of supporting the Governor General as the first Instrument of our Administration, that I here declare, I will most heartily join with him in any Measure he can devise, whereby the ill Effects of the Change at Lucknow may be obviated, and the World in general be convinced, that he is still in Possession of that Authority in the Administration of the Public Business, so absolutely requisite for the Support of our Government.

" In urging these Sentiments, I am naturally led to reflect on what may be my own Situation in the Execution of that Duty which I am on the Eve of undertaking, the Operations of which may be materially injured by any Measure which * in the least impede the Negotiations set on foot by the Marattas. I therefore, as a Duty I owe myself and the public Welfare, call upon every Member of this Board to give me such Testimony of their Determination to support me in the Prosecution of a Service so important in itself, and in its Consequences, as that, when once entered on *, I may not be exposed to the Apprehension of Failure, from a Doubt of not receiving that ample Assistance from them which the Nature of the Undertaking renders so indispensably necessary, and which they alone can afford.

(Signed) " Eyre Coote." (a)

(No Signature at the End of the Consultation.)

The Counsel for the Defendant stated, that they should next read some Letters from the Vizier on the Subject of the Recall of the Resident; which Letters were in a Consultation of the 21st May 1781, a Part of which only, relating to this Subject, had been read by the Managers for the Commons.

Read, from Book 35, already delivered in, the following Extract of a Consultation of the 21st May 1781, beginning at Page 1306 of the same Book.

" Fort William, 21st May 1781.

Secret Dec.
Monday,

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
and
Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote K. B. absent on Command at the Presidency of Fort St. George.

" From the Nabob Vizier to the Governor General. Received the 20th May.

" I have frequently written to you, that I cannot submit to the Authority of Two Gentlemen, and desiring that you would recall Mr. John Bristow, and engage by Writing to continue Mr. Middleton for ever with me; because, from the Beginning to this Time, I have never deviated from the Friendship of the Company and you. I have been for a long Time hopeful that, from the increased Friendship, I shall be in Peace, and relieved from all Difficulties, and particularly at this Time, when, agreeable to my Wishes, you have, by the Blessing of God, the Power you have frequently promised, in Answer to my Request, that you would send for me, but as yet you have never done it. The Particulars of Mr. Bristow are as follow: He openly and publicly de-

(a) Vide Appendix, N^o XXXIV.

clares, that * that he is in Expectation of Orders from Europe, giving him entire Authority over the Affairs of this Quarter, and that he has such Connection and Interest with the Gentlemen in Europe, that Orders for his Authority will most certainly be sent, and that he will not give up the Point for Ten, Fifteen, or Twenty Years; that he now remains silent, but will at last receive full Powers, and will then call me to an Account for my Behaviour to him. These Expressions † there can be no Doubt of as they are publicly spoken: As such Declarations and Threats made use of by him, are an Insult to you, and an Injury to the Administration of Affairs here, I am therefore certain you will not consent to my suffering such Distresses. For God's Sake do not be unfavourable in this Matter, but recal Mr. John Bristow from hence, and grant * a me a written Agreement, specifying that Mr. Middleton shall be continued for ever with me; and to prevent his applying to Europe, send me, if you think proper, the Drafts of Letters which I may write to the King, the Vizier, and the Chiefs of the Company, and do you also write from your Favor and Kindness. Let this be done without Delay.

" A true Translation.

(Signed)

" Edward Colebrooke,
Persian Translator."

" To the Nabob Vizier.

Written 21st May.

" I have received your Two Letters, the One advising me to quit Calcutta during the present unhealthy Air of it, which has caused the Death of several Persons; and the other acquainting me that you cannot submit to the Orders of Two Gentlemen, and desiring that I will recal Mr. Bristow, who publicly declares that he is in Expectation of Orders from Europe, giving him the sole Authority in his Country, &c. &c. with many other Particular * which I fully understand, and which gave me great Pleasure.

" In obedience to Orders from the Court of Directors, as at that Time there was a different Object and System, Mr. Bristow was sent to your Province, and his continuing with you was thought the same Thing as if I was there; and although you frequently wrote to me desiring his Removal, and I knew it could easily be done, yet I would not do it. At this Time however that you have written to Rajah Govind Ram that any Delay in his Recal will be attended with Disgrace, and as you have written to me likewise fully in the same Words, I therefore, to shew nothing is further from my Wish than your Dishonour, immediately on the Receipt of your Letter, sent to Mr. Bristow to return to Calcutta.

" It is nearly Three Years since Rajah Govind Ram, who is a faithful Servant of your Government, has been desirous of effecting an Interview between your Highness and myself; and you yourself have repeatedly written to me, that if I have no Leisure you will come to this Quarter; and this you likewise mention, in your Hand-writing, in a Letter from the Nabob Monier Ud-dowlah, which was delivered to me by Mr. Vansittart. As I consider that this would be putting your Highness to great Inconvenience, and as I myself had no Leisure from the Weight of public Affairs, I promised you that, as soon as I could find the smallest Opportunity, I would have the Honour of an Interview with your Highness. At this Time that you mention in your Letter to the Rajah, that you will come to Calcutta, in Person, without the Knowledge or Permission of any One; in order to prevent you from taking that Trouble, I have resolved now, that I have a little Leisure, to go to your Quarter; but as it will require One Month for Preparations, I shall be detained for a little Time; after which, by the Blessing of God, I shall leave this Place, and arriving with you shall, by the Blessing of God, have an Interview with your Highness, which is the greatest Wish of my Heart. But I request that you will never take the Trouble of coming.

I have already, agreeable to your First Directions, dismissed Bahar Ally Khan, the Particulars of which you will learn from Rajah Govind Ram.

" A true Copy.

(Signed)

" Edward Colebrooke."

" Copy of a Letter from the Nabob Vizier to Rajah Govind Ram.

" I have frequently written to the Nabob Ainaudud-dowlah about the Recal of Mr. John Bristow, and the Nabob promised he would soon do it, but to this Time he has not had an Opportunity of doing it: In the mean while Mr. Bristow resides here, and has come twice to pay a Visit, but I have not yet returned it, nor will I return it. He is now expecting Orders from Europe, which he says, will give him sole and entire Authority. Represent this to the Nabob in private. By the Blessing of God you are wise and acquainted with all Matters. This long Delay after Mr. Bristow has been told that he will be recalled to Calcutta, is a Disgrace to both Sides. I imagine the Nabob is acting prudently, so as to prevent Mr. Bristow's Attempts from reaching Europe, otherwise how could the Orders from Calcutta have been so delayed; by the Blessing of God, at this Time the Nabob, conformable to the Wishes of his Friends, has got the Power, it is therefore necessary for him to attend to the Concerns of his Friends, and to recal Mr. Bristow from hence, and grant a Sunnud in the Nature of an Engagement for Mr. Middleton to remain here for ever. If it is proper I will write to the King, the Vizier, and the Chief of the Company, in such Manner as he shall direct, and

and in the Words which he shall order, that Mr. Bristow's Views may be thwarted there. A long Time has passed in anxious Expectation, let him now be favourable to me, and recal Mr. Bristow without Delay; should any further Delay happen in this Matter, or no Answer be returned to my Letters, being remediless, I will, without the Permission or Knowledge of the Nabob, leave this Place, and go to the Nabob's Prefence. Why is Bahar Ally Khan still in that Quarter? Do you mention it to the Nabob, and procure his Dismission from thence, that he may come to Fizeabad, and let the Nabob write to my Mother, that when he comes in Person to this Quarter, he will do whatever the Nature of Affairs shall require. (a)

" A true Translation.

(Signed) " Edward Colebroke,
Persian Translator.

(Signed at the End of the Consultation)

" Edward Wheler."

The Counfel for the Defendant stated, they should next read a Part of a Letter from the Defendant to the Board, in Addition to the Extract from the same Letter, which had been read (b) by the Managers for the Commons, and also the Resolution of the Board upon the same.

Read, from Book 62, already delivered in, the following Extract of a Consultation of the 23d September 1782, beginning at Page 58 of the same Book.

" Fort William, 23d September 1782.

Pub. Dept.
Monday.

" At a Council; Present,
Edward Wheler,
and
John Macpherson, } Esquires,
The Governor General indisposed.

Lieutenant General Sir Eyre Coote, absent on Command at Fort St. George.

§ (" Received the following Letter from the Governor General.

Gov. Gen.
22d Sept.
1782.

" Gentlemen,

" A few Days before my present Indisposition commenced, I informed you that I was sorry to find that the Resident at the Vizier's Court had evidently failed in his Duty to this Government, in not having carried into Execution the Conditions and Spirit of the late Treaty with the Vizier. I had further the Mortification to be obliged to inform you, that neither the Resident, nor his Deputy in his Absence, had communicated to me the Confusions which had arisen in the Vizier's Dominions, from a Neglect or Violation of the Treaty. The Letters which I wrote, in consequence of such Mismanagement, to the Resident and the acting Minister of the Vizier, were laid before you and approved.)"

§ (c) [Upon the same Occasion I observed to you, that the Obstacle which opposed itself to the Nomination of Mr. Bristow to the Residentship at Oude no longer existed: It was removed by my having vindicated what must ever be esteemed one of the necessary Privileges of this Government. I had the Pleasure of finding, upon the most impartial Inquiry, that the Conduct of Mr. Bristow, during his former Residence at the Court of the Vizier, had been proper and attentive. I accordingly wished to recommend him to succeed the present Resident, provided the Vizier had no reasonable Objections to his Appointment.]

§ (" I have now great Satisfaction in informing you, that my Letter to the acting Minister of the Vizier has had the happiest Effect in realizing the heavy Balances due to the Company from Oude; and it is said that the present Resident and his Deputy are brought to a proper Sense of their Duty to the Company.

" As in every Act of my Administration of the Affairs of the Company, I never had an Object in view but their permanent Interest, as far as my Judgment could direct me, and as Prejudices in favour of those in whom I have confided, or against those who opposed me, vanish in my Mind, when the Good of the Service requires it, I now wish you to recal Mr. Middleton from the Court of the Vizier, and to appoint Mr. Bristow in his Room.

" My weak State of Health obliges me to dictate this Letter from my Bed; yet I cannot but add, that your Instructions to Mr. Bristow should be strong and positive upon these Points:—First, That he should always shew every possible Respect to the Vizier and his Family.—Secondly, That he should take the most effectual Steps for securing all that may remain unpaid of the Company's Balances.—Thirdly, That the Security and internal Peace of the Vizier's Dominions, and the Happiness of the People, should be continually in his View; and that he should communicate fully and freely with this Government upon those Subjects.

(a) Vide Appendix, N° CCCXXXVIII.

(b) Vide supra, Page 511.

(c) Vide supra, Page 511.

(b) Vide Appendix, N° XXXVI.

" The State of my Health requires my proceeding further up the River ; and I shall communicate to Mr. Bristow, with your Approbation, any more particular Instructions that may occur to me, and that I may be able to send them.

" I am, with Esteem and Regard,

" Upon the Ganges,

" Gentlemen,

" near Soohlagar,

" Yours, &c.

" 22d September 1782.

(Signed)

" Warren Hastings."

" The Board, in Conformity to the Governor General's Recommendation, and sensible of the Propriety of the Measure,

" Resolve to call Mr. Middleton immediately from the Vizier's Court.

" The Board further resolve, That Mr. Bristow be appointed to succeed Mr. Middleton, and ordered to proceed with the utmost Dispatch to Lucknow, to take Charge of that Office." (a) §

(Signed at the End of the Consultation)

" John Macpherson."

The Counsel for the Defendant stated, That the next Subject upon which they should offer Evidence, was the Measure of resuming the Jaghires; and first they should produce a Letter upon the Subject of the Jaghires, from the Nabob to the Resident, to prove the Mischiefs they occasioned, and his Desire to resume them; which Letter they proposed reading, with the Consent of the Managers, from the Appendix to the printed Minutes, the Book in which it was entered not being at present in Court.

Read, the following Extract from N° XXXVIII. of the Appendix to the printed Minutes, beginning at Page 86 of the same.

" From the Nabob Vizier to the Resident.

" I have received your Letter, covering Copies of Letters from my Mother to yourself—recapitulated * the Contents.—She says her Jagheers were not granted by me. At the Time of the late Nabob's Death, these Mahls were under the Charge of Jowaur Ally Khan, on the Footing of other Aumils, inasmuch that the Accounts, &c. were lodged in the Dewan's Office; these Accounts, as they were delivered into the Dewan's Office to the Date of the Nabob's Death, are forthcoming. After his Death, I, as a dutiful Son, made over these Mahls to her in Jagheer, that it could not be said I left my Mother unprovided. The Business and Mahls of the Khalsa suffer considerably, and are much prejudiced by the Authority and Conduct of the Aumils of these Jagheers, Mahls, as also from the Insolence of the Household Khajahs; witness the Conduct of Bhar Ally Khan's Naibat Tondah. My Life, Estate, and Dominions originate from the Friendship of the English Government. Yet what Knavery have not these Household Khajahs been guilty of. As therefore it is not prudent that these Mahls should be continued in the Charge of my Mother, or Household Khajahs, I have appointed my own Aumils—receive the Amount arising from these Mahls, and pay it to my Mother, after deducting the Charges of Collections, &c. absolute Charges. I am ready to acquiesce in any Thing for my Mother. As for the other Parts of her Letters, I trust in God they are dictated by the Household Khajahs; and that I have not caused Shame to myself from my Conduct to God or my Mother. After the Death of my Father, whatever was due from him to the Company, also to the Troops, I took upon myself; but whatever Effects there were remained with my Mother. Some Time since she gave some Part to me, but it went no Way in the Discharge of the Claims of the Company or Troops. For these many Years I have endured much Inconvenience and Trouble for the Discharge of these; yet Half is not made good, and I am in daily Anxiety on this Account, from a Desire to discharge all just Dues to the Company. It is my Intention to proceed to Fyzabad in Ten Days, the Mohrum being over, when I mean to request of my Mother the Whole of my Father's Estate, to enable me to pay off all Debts to the Company. Agreeable to the Laws of God, all my Father's Effects are my Right, that I may make good all Claims on him. If my Mother, from Affection, contents, I shall be happy; if not, in whatever Manner she may render it, I shall pay it towards the Adjustment of the Balance due to the Company. With respect to the Household Khajahs, I shall confine and punish them, for the Knavery and Means they have used towards effecting a Breach between my Mother and myself. You will in Friendship cause this Letter to be translated into English, and send it immediately to the Governor, desiring him not to listen to any one, or what my Mother may write, neither adopt her Opinion, but direct me to receive Money from her, towards the Payment of the Company's Demands. I am ready to defray and allow her for her Expences—with respect to the Amount Collections of her Jagheers, after deducting all necessary Charges of Collection; you may receive and transmit it to her." (b)

(a) Vide Appendix, N° XXXVI.

(b) Vide Appendix, N° XXXVIII.

To shew that the Mischiefs arising from the Jaghires, and particularly those in Possession of the Begums, had been complained of so early as the Year 1776, and that in consequence thereof, the very same Measure which the Defendant is now charged with carrying into Execution in 1781, was proposed through Mr. Bristow at that Time,

Read, from Book 101, already delivered in, the following Extract of a Consultation of the 25th January 1776, beginning at Page 76 of the same Book.

“ Fort William, the 25th January 1776.

Secret Dept.

“ At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monlon,
Richard Barwell, } Esquires.
Philip Francis, }

“ Copy of Mr. Bristow's Answer to the Begum :

“ With respect to your Highness's Jaghires, the Nabob agrees to one Method, which is, that you give them up entirely, and instead thereof, receive a Monthly Stipend, through the Channel of any Person you chuse to fix on; for the Nabob observed to me, that Two Rulers were too much for one Country. By this Proposal, the Nabob is desirous of promoting your Highness's Quiet, Tranquillity, and Satisfaction. The Nabob says, that in this Case, you will have no Vexation, and will constantly receive your Stipend without Trouble.” (a)

(No Signature at the End of the Consultation.)

To shew that the Nabob was in the Habit of exercising the Power of refusing Jaghires in his Kingdom,

Read, from Book 592, already delivered in, the following Extract of a Consultation of the 22d December 1777, beginning at Page 180 of the same Book.

“ Fort William, the 22d December 1777.

Secret Dept.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, and President;
Richard Barwell,
Philip Francis, } Esquires.
Edward Wheler, }

“ Read the following Letter from the Resident at the Vizier's Court.

“ Honble. Sir and Sirs,

“ The original Amount Tuncaws, as specified in the first Column of the Waufil Baukkee, falls short of that mentioned in the List of Assignments formerly transmitted to you, by 4,500 Rupees, a Difference that arises on the Jaghyrs of Agd Murza Murzy Ramzanny, and Sheuk Moradood Cawn, and which is owing to those Jaghyrdars, having made Collections from their Jaghyrs before they were resumed, and assigned over to me.

(Signed at the End of the Letter)

“ Lucknow,
2d December 1777.

“ Nath. Middleton.

(And at the End of the Consultation) ..

“ Warren Hastings,
Richard Barwell,
P. Francis,
Edw. Wheler.”

The Counsel for the Defendant stated, that they should next proceed to shew that by the established Usage and Constitution of the Mogul Empire, and by the Laws of the Country, a Jaghire is in its Nature resumable; for which Purpose they should read an Extract of a Minute of Mr. Shore's on the Rights and Privileges of Jagheerdars, from a Consultation of the 2d April 1788.

The Managers for the Commons objected to the same.

* (a) Vide Appendix, N^o XI.

The Counsel for the Defendant were heard in Answer to the Objection, and stated the Minute in Question to have been made by Mr. Shore in Consequence of Directions from the Court of Directors to inquire into the Subject.

The Managers for the Commons being heard in Reply,

The House informed the Managers for the Commons, that the Minute offered to be read being an official Report, made by a Member of the Council on an Inquiry directed by the Court of Directors, it was competent to the Counsel for the Defendant to read the same in Evidence.

Then the Witnesses produced a Book indorsed, "No. 179, Bengal Revenue Council, 2d to 7th April 1788, R. per William Pitt, 26th March, 1789;" and the same being delivered in,

Read, the following Extract of a Consultation of the 2d April 1788, beginning at Page 148 of the same Book.

"Fort William, the 2d April 1788.

"At a Council; Present,
Earl Cornwallis K. G. Governor General, President;
The Honble. Charles Stuart,
and
John Shore Esquire.

Rev. Dept.
Wednesday.

"Mr. Shore delivers in to the Board Copies of his Minutes which were transmitted to the Court of Directors by the Rodney.

"On the Rights and Privileges of Jagheerdars, &c.

"1. The ancient Forms of the Mogul Constitution appear to have nearly expired with Alumeer, and when the Company acquired the Possession of the Dewanny, the Traces of them were only to be found: It is not therefore surprising that the English should have adopted erroneous Ideas on this Subject, and have confirmed Abuses which they found to exist. In no Instance is this Reflection more applicable than to the Subject I mean now to discuss—the Nature of the Tenure called Jagheer.

Mr. Shore's
Minute on the
Rights and
Privileges of
Jagheerdars.

"2. I shall first explain what this Tenure was under the regular Constitution of the Mogul Empire, in order to point out those Abuses which have subsequently prevailed in it, with considerable Detriment to the Interests of the Government.

"3. A Jagheer is properly an Appendage to a Dignity called Munsub, which it is therefore necessary to explain.

"4. In the Mogul Empire there are no Hereditary Dignities; the Rank of the Nobles was conferred, by special Appointment from the Emperor, for Life only, and revocable at his Pleasure; and it was estimated by the Number of Horse which they were supposed to command. This Command was denominated Munsub, and a Jagheer was an Appendage to it." (a)

(No Signature at the End of the Consultation.)

Read, a further Extract from the same Consultation, beginning at Page 163 of the same Book.

"A Jaghire may be defined to be an Assignment in Land or Money for the Support of a certain Dignity, and for the Troops annexed thereto: That it was either conditional or unconditional, the former implied, that it was granted for the Expences of a particular Office or Station; the latter, that it was independent of any Office or Station, being appropriated for * for the Maintenance of a Dignity, a suitable Number of Attendants, and the effective Troops annexed to it; that in the latter Case it was granted for Life, or until the Emperor should please to resume the Dignity, or diminish it; in the former Case it existed whilst the Possessor continued in Office only, and upon his Removal or Dismission, devolved, either in Whole or in Part, upon his Successor." (b)

* Sic in Orig.
Mr. Shore's
Minute on
Jaghierdary
Rights.

Read, a further Extract from the same Consultation, beginning at Page 166 of the same Book.

"25. To render these Restrictions more binding, a Jagheerdar was obliged to sign an Obligation previous to the Receipt of his Grant, making himself accountable for whatever might be due on the above Grounds.

(a) Vide Appendix, N° CCCXXXIX.

(b) Vide Appendix, *ibid.*

"26. The

" 26. The following Instance in Proof of the Strictness with which the Government exacted the Towfeer is so remarkable, that I shall insert it at Length from a Book of good Authority.

" Beckanday Khan, and other Munsubdar, having obtained an Assignment for their Pay in the Pergunnah Berance, they laid Claim to the Possession of the whole District, as the Amount of the Rents of it in Daams corresponded exactly with that specified in the Vizier's Assignment. The Dewan refused his Assent, and insisted upon their receiving their Pay in Money which compelled the Munsubdars to accept the Assignments according to the established Rules, which left them no Portion of the Towfeer. By this Adjustment the Government was saved from a Loss of 109, 791 to 6, being the Excess of the Rents of the District, beyond the Valuation of Toreen Mull." (a)

Read, a further Extract from the same Consultation, beginning at Page 639 of the same Book.

" Appendix, N° 12.

" In order to shew the Strictness with which the Jagheerders were obliged to account for the Sums, a Translate of an original Record taken from the Dewan Duster, containing an Account of the Collections from the Jagheer of Nazim of Bengal, is annexed. Similar Accounts were taken from all Munsubdars, and transmitted to Delhi with the Tusdeck Hazere, or Account of the Troops of the Munsubdars that had been marked and received, and according to which the Beraat or Adjustment of their Accounts was made out at the End of the Year by the Grand Bukthees at the Presence. The Claims of Government upon the Jagheerdar for the Hissah Khalla, Troops deserted, or not mustered, &c &c. were classed under the Head of Motalibah Sircar, or the Demands of the State; and to answer which it was customary on Assignments, to any considerable Amount, to suspend a Sum under the Head of Titemah Tullub, or Pay suspended, for which an Assignment was never granted till the Munsubdar had settled his Accounts. The Emperor Aurung Zeeb, being once importuned by his eldest Son to grant an Order for the Payment of this suspended Balance before his Accounts were adjusted; " Let him know," replied the Emperor, " that this (the Grant of a Jagheer) is not like the Dealings of Merchants. My Father suspended One-fourth of the Jagheers of the Princes and Nobles, but in the present Age the Laws are disregarded. If a Part of his Pay be suspended, it matters not, for it will be appropriated to " the Liquidation of Motalibah," or the Demands of Government, " the Price of the Jewels, and various other Claims." (b)

Read, a further Extract from the same Consultation, beginning at Page 643 of the same Book.

" The Hissah Khalla, or Share of Government, is of Two Kinds.

" The Shekest Ayaam and the Towfeer.

" 1st, Shekest Ayaam.

" Jagheers were granted and resumed only at the following Periods.

" The Beginning of the Khureef Harvest (Ibteday Khureef) that is the Commencement of the Month of Mihr, in which Case the Jagheerdar gets the Produce of the whole Year; also if he is removed in this Month, and there is no Shekest Ayaam, Five-sixths of the Khureef Harvest (or Punj-foods) which commences from the Abaan, or Month of Aughun. If the Jagheerdar's Assignment is dated from this Month, 1-6th of the Khureef or the Month of Mehr, is denominated Shekest Ayaam, and the Receipts of that Month * to the Credit of Government. If a Jagheer is resumed at this Period, the Jagheerdar gets only the Collections of Mihr, and the Remaining Five Months of the Khureef, with the Rubbee of Courte) are brought on the Account of Government." (c)

sic in Orig.

Read, a further Extract from the same Consultation, beginning at Page 645 of the same Book.

" 2d, Towfeer or Surplus.

" The Difference between the Haal Hassil, or actual Receipts of the Jagheerdar, and the registered Assessment of Toorul Mull (or the Toomar Jumma) according to which the Jagheerdar was generally put in Possession of his Lands." (d)

Read, a further Extract from the same Consultation, beginning at Page 563 of the same Book.

" Note D.

" It did not follow that any particular Spot once granted to a Munsubdar, was to be continued to him during Life, nor even that he should invariably receive his Pay by an Assignment on Land.

(a) Vide Appendix, N° CCCXXXIX.

(b) Vide Appendix, ibid.

(c) Vide Appendix, ibid.

(d) Vide Appendix, ibid.

When a Signature or Munsubdar detached on Service, was *refuted or sent to another Province, * sic in Orig. he generally received his Assignment on Lands not far distant from his new Station. Sometimes the Jagheerdars were obliged to receive their Pay in Money, and those whoever paid in Money, obtained Assignments on Land.

" In the Book called the Inshai Aulumgereee, there are various Drafts of Grants, both for converting Money Assignments into Jagheers, and the latter into the former. A Proof that no perpetual Occupancy of Land was conveyed under this Tenure." (a)

Read, a further Extract from the same Consultation, beginning at Page 168 of the same Book.

" 28. Under the Mogul Government there was a certain Mehal or Jurisdiction, consisting of such Lands as were set apart for being granted in Jagheer, under the Denomination of Paibakee; the other Lands in the Subah were called Khalsa Mokerrery, or fixed Exchequer Lands; these were supposed to be most productive, and were granted in Jagheer.

" 29. Under this Jurisdiction Jagheers, when returned or escheated, fell; and here the Thouseer or Excess was brought to the Credit of the State, as well as the Amount of Arrears, or Anticipations for broken Periods, as already explained: The Produce of the Three last Articles was called the Share of the Exchequer, and under this Term the Jagheerdars were compelled to account for it. Appendix, No. 12, or 13, 14.

" 30. Such were the ancient and regular Forms of the Mogul Constitution regarding the Dignity called Munsub, and its Appendage Jagheer;—and from these it will appear that a Jagheerdar had not originally or constitutionally any Property in the Lands." (b)

Read, a further Extract from the same Consultation, beginning at Page 645 of the same Book.

" Extract of a Draft of a Sunnud in the Book called the Inshai Alungereee.

" So many Villages having been granted in Jagheer to such a Person, he is also made accountable for the Zoward Sircar, (or Excess of Produce beyond the Amount of his Assignment), which he will pay into the Treasury at the End of every Harvest.

" In the Mochulka of Fukker ud deen Hussein, (recited in the Appendix), the Stipulation of the Hissa Khalsa, or Share of the Exchequer, is not expressed, though it is evidently implied: In a Sunnud of Hedait Ullah now before me, and granted in consequence of a Perwannah from the Vizier, this Stipulation respecting the Hissah Khalsa, or whatever the Jagheerdar may realize above the Amount of his Assignment, is inserted, as in almost all the other Sunnuds. (c)

Read, a further Extract, from the same Consultation, beginning at Page 647 of the same Book.

" Appendix, N^o 13.

" Allahbad Sunnud.

" Extract from the Dostoor Alummul, or Book of Forms and Regulations of Anundee Ram Nooskah Nowees, of the Soubah of Allahbad.

" Adjusted Account (or Hissab Bar Gerda...) of the Jagheer of Sutf Ally Khan, resumed at the Expiration of One-third of the Khurreef Harvest Soolfaan Khurreef, pursuant to the Perwannah of the Vizier.

" The Dewan of the Soubah ordered the Chowdries and Canongoes of the Pergunnah to prepare a Statement of the gross Collections of the Jagheerdar, whose Accounts were settled as follows:

" Amount of the Assignment,	—	—	—	1,98,000 Daams.
Jagheerdars Settlement.				
Maal,	—	—	—	4,200
Cesses,	—	—	—	1,850
				6,050
Deducted Balance in the Hands of the Ryats,	—			2,390
				3,660
Amount collected by the Jagheerdars,	—	—		
Deduct due to the Jagheerdars, to the Time when his Jaghire was resumed,	—	—	—	1,220
				2,440
Due from the Jagheerdar to Government, on settling his Accounts	—	—	—	

(a) Vide Appendix, N^o CCCXXXIX.

(b) Vide Appendix, ibid.

(c) Vide Appendix, ibid.

" Mode in which this Balance was liquidated, paid by the	
Jagheerdars in Cash, — — — —	1,320
Sum due to him Account Titmah Tullub, or Pay suspended, — — — —	1,120
	<u>2,440</u>
Rupees	2,440
	—" (a)

Read, a further Extract from the same Consultation, beginning at Page 649 of the same Book.

" Appendix, N° 14.

" Account of the Settlement of Bengal for the Year 1146, with the Division of the Lands into Khalfa and Jagheer.

" Khalfa Lands, &c.

" Khalfa Lands Mocurrory.

Lands never granted in Jagheer, or otherwise alienated, the Revenue of which was invariably paid directly to Government, and therefore denominated Khalfah Mocurrory — — — — 1,04,72,865 12 18 3

" Paibaukee.

(Lands allotted for being granted in Jagheer, but the Assignments on which having been resumed, the Revenues were paid into Government till other Assignments on them were granted, during this Period the Lands were said to be Der Ammul Paibaukee, or under the Paibaukee Jurisdiction.)

" Sabeck, or former Resumptions.

" Keedah, &c. for the Elephants.

Kheedah —	38,480	8	15	3	
Khorah —	18,142	2	9	1	
Mujarai —	5,229	0	0	0	
					61,951 11 5

Returned Mohauls of Jaf-

fier Khan —	2,50,405	7	0		
Sundry other Munsubdars	3,57,052	8	17		
					6,07,457 15 17

6,69,409 11 2

" Dereenwillah, or recent Resumptions.

Resumed Mohauls of Khan-

dowran —	1,16,469	9	6		
Mojuffeer Khan —	1,08,530	6	14		
Royroyan —	3,750	0	0		
					2,25,000 0 0

" Mohauls of Serfrauz Khan resumed.

Muthroot, or held by him as

Soubahdar —	6,80,000	0	0		
Belah Shert, or unconditional	2,03,246	4	0		
					8,83,246 4 0

11,11,996 4 0

17,81,405 15 2 1,22,54,271 12 3" (b)

To shew that early in the Year 1781, the Board at Calcutta, feeling the Necessity of the Measure, recommended to the Nabob the Resumption of his jaghires, but at that Period made an express Exception of the Jaghires of the Begums, on Account of the Existence at that Time of the Treaty that had been entered into.

Read, from Book 567, already delivered in, the following Extract of a Consultation of the 15th February 1781, beginning at Page 453 of the same Book.

" Fort William, 15th February 1781.

" At a Council; Present,

The Honble. Warren Hastings, Governor General, President;

and

Edward Wheler Esquire.

Lieut. General Sir Eyre Coote K. B. absent on Command at the Presidency at Fort St. George.

" Read and approved, the Proceedings of the 12th instant.

(a) Vide Appendix, N° CCCXXXIX.

(b) Vide Appendix, ibid.

" To

“ To Mr. Nathaniel Middleton, Collector of the Vizier's Assignments to the Honble. Company.

“ Sir,

“ While the Nabob Vizier is, in all his Letters to the Governor General, complaining of the Insufficiency of his Resources, the very exorbitant Amount of Jaghires (not less than Half a Crore) stated in the late Resident's general Statement of Owde, and the many Informations we have received of the Injury caused to the public Revenues of the Vizier, by that Mode of gratifying those who have Interest or Claims upon the Nabob, cannot but induce us to direct that you will recommend to his Excellency to discontinue these Grants, and to resume them as they fall in * my Death, or otherwise, and, if possible, to change those now existing into Pensions of an equal Amount, payable from the Suddur Treasury, provided their Claims to such Indulgence shall appear reasonable. From this general Regulation, we of Course mean to exempt those Jaghires to which the Company are Guarantees. We are also informed, that notwithstanding repeated Injunctions to the contrary, there are yet a Number of unlicensed Europeans in the Provinces of the Vizier: We therefore positively enjoin you to urge the Nabob immediately to order them in the most speedy Manner to quit his Dominions, allowing them a proper, but short Time, to effect it, and to recommend, in case of Delay or Disobedience, that they be seized and sent down Prisoners to the Presidency.

To Mr. Middleton.

* Sic in Orig.

“ We are, &c.

“ Fort William,
15th February 1781.

(Signed at the End of the Consultation)

“ Edward Wheeler.”

To shew further the Evils experienced from the Jaghires, particularly the Begums, to have been the Subject of Complaint in the Year 1776,

Read, from Book 101, already delivered in, the following Extract of a Consultation of the 25th January 1776, beginning at Page 63 of the same Book.

“ Fort William, the 25th January 1776.

“ At a Council; Present,

The Honourable Warren Hastings, Governor General, President;

Lieut. General John Clavering,

The Honble. George Monson,

Richard Barwell, } Esqrs.

Philip Francis, }

Secret Dept.

“ To the Honourable Warren Hastings, Governor General, and Council, &c.

“ Honourable Sir, and Sirs,

“ The repeated Applications I receive from the Begum, of the ill Treatment she meets with, induce me to trouble the Honourable Board on this very disagreeable Subject. I find all my Endeavours to reconcile her and the Nabob in vain; but as the Facts have happened, so shall I state them, and intreat the particular Instructions of the Honourable Board.

“ The Heads of the Begum's Complaints are as follows:

“ Article 1st. That the Nabob's Agents at Fyzabad treat her Servants in a Manner unbecoming her Rank and Character, so that they have not the same Liberty as the other Inhabitants of the Place.

“ 2d. That Murteza Khan, when at Fyzabad, threatened to prevent her Servants from bringing the Necessaries of Life into the Zenana, and did actually, by having a Number of Military with him when he waited upon her, terrify her, and sent her a Message that he would order Sepoys to force Money from her, if she did not willingly give it.

“ 3d. That the Nabob encourages his Agents to make Difficulties about the Receipt of Goods in Part Payment of the stipulated Sum, by objecting to the Identity of her Property, and claiming Effects as his Excellency's which belong to her.

“ 4th. That in Matters relative to her Treaty with the Nabob, I have not backed her Application in the Style I ought to have done, as the Inducement she had for stipulating to pay any Sum of Money was the Confidence she placed in the Company's Guarantee of the Treaty, and the Justice she expected to have rendered to her on all Occasions. She therefore makes the Company Principals in the Violences committed against her.

“ Most of these Heads I have already troubled the Honourable Board with in my Address of the 30th November.

“ The Violences complained of in the First Article, I really, from the Evidence of any Individuals I ever met with, do not understand to have been committed. I before informed the Honourable Board that I obtained positive Orders from the Nabob not to have any Disrespect shewn to the Begum or her Servants, and indeed it is improbable any Thing of the Kind could have happened, for Myrfa Ally Cawn and Sellar Jung her Brothers, were both at Fyzabad a long Time after Murteza Cawn and I left it, and were the Governors of the Town. They are under many Obligations to the Begum, and pay more Attention to her than to the Nabob himself. Sellar Jung in particular always backed her Assertions relative to her Poverty, and was even with

Difficulty

Difficulty persuaded to undertake the Negotiation, and throughout the Whole of it did not promote the Nabob's Interests so much as he might have done; he joined the Nabob since we left Lucknow, but Mirza Ally still remains with the Charge of Fyzabad. In making this Complaint, the Begum forgets the improper Conduct of her own Servants, who have hitherto preserved a total Independence of the Nabob's Authority, beat the Officers of his Government, and refused Obedience to his Perwannahs.

" I humbly conceive the 2d Article to be erroneous also; for on the First Visit to the Begum, Mirza Ally, Sellar Jung, Murteza Cawn, and I, went together; Sellar Jung had Two Companies of Sepoys as his Guard, being the Number he generally appears abroad with, and for the Reasons given in my First Answer, he could hardly be suspected of agreeing to any violent Measures.

" Murteza Cawn had perhaps Twenty Troopers and some orderly Sepoys, but in other Respects he did not go with Half his usual Retinue. The Begum's Eunuchs did industriously spread Reports of Murteza Cawn's ill Intentions to break into the Zenana, and seize all the Effects and Money that could be found; on the other Hand Murteza Cawn pretended to be afraid of Attempts on his Life, and kept a Body of Sepoys constantly under Arms at his House. I considered the Reports spread by both Parties, intended to serve the Purpose of discrediting each other's as much as possible, and which I did not believe to have any Foundation in Truth.

" Murteza Cawn, when he went from Myndigaut to Fyzabad in April last, was said to have sent a harsh Message to the Begum; but this Instance being previous to the Solicitation for the English to interfere, of course no Blame, I humbly conceive, could fall on me for any Transactions at that Period. When I was at Fyzabad, I am persuaded none but respectful Language was used to the Begum; one Thing only that I remember could be taken amiss, and that was my telling her, that unless she paid the Money the Treaty became null. Whether such a Hint was necessary, I submit to the Consideration of the Honourable Board; for the Eunuchs practised every Art to delay the Payment, protesting in positive Terms that the Begum had neither Money nor Effects, though, upon my one Day representing to her that I should immediately leave Fyzabad unless the Conditions were fulfilled on her Part, she found Means to send Six Lacks in Specie in less than Three Hours after; and it was hardly a Month before that she asserted her Inability to pay a single Rupee. The Copy of the Begum's Letter to me making this Assertion I troubled the Honourable Board with in my Address of the 9th September last.

" The Third Complaint I am persuaded is partly erroneous, from the Begum's claiming every Article of the late Vizier's Property, even to his Military Stores.

" The Nabob would be very glad to receive any Thing, but the Appraiser appointed by the mutual Consent of both Parties, remains at Fyzabad without having any Goods offered him, but such as are already in the Possession of the Nabob's own Officers.

" I understand the late Vizier deposited the Surplus of his Revenues with the Begum; and having died Intestate (or at least a Will was never produced, though one is said to be secreted by the Begum), it left a Door open to the Disputes which have happened; for, according to the Koran, and the Usages of the Country, the Nabob could claim an infinitely greater Share than he has got. It is beyond a Doubt that she has Money; for her principal Eunuch brought me a Message one Day, not as a Matter of any Secrecy or Confidence, that the Wealth the late Vizier had amassed was intended to supply an Emergency. I answered, the Nabob could not well want it at a greater one; and pressed her very earnestly to supply his necessary Wants.

" That she has Jaghires equal to her Rank in every Respect, is evident from her own Confession to me, in One of her Letters, wherein she says her own Charge amounts to 12,000 Rupees a Month; and her Income is known to be Seven Lacks a Year. If the Complaints contained in the Three First Articles are groundless, I humbly conceive the Fourth is not much better founded. The Begum can make no great Claim on the Company for Protection, when she herself has infringed the Conditions of the Treaty of which they were Guarantees. Let her pay the Nabob the stipulated Sum, and he not only consents, but is desirous that the Treaty should remain in force. He has observed that Conduct to the Begum which Nature dictates; and so far from harsh Usage, he has on all Occasions treated her with the greatest Delicacy.

" Murteza Cawn is afraid to use her ill, for he knows the Influence she has over the Nabob; and besides this, a Contract of Marriage is to take place between his and Sellar Jung's Children.

" The Begum had great Influence in the late Vizier's Time. On the Nabob Aufuph ul Dowlah's Accession, he at once placed the sole Management in the Hands of Murteza Cawn, which disgusted both her and her Adherents, particularly her Eunuchs, who have their Views in keeping the Wealth in the Begum's Possession. The Principal, Bahar Ally Cawn, enjoys her entire Confidence; and how far she may be better affected to the English than the Nabob, I leave to the Consideration of the Honourable Board from the following Fact:—On the Conclusion of the Treaty between the Company and the Nabob, the Begum blamed his Excellency very highly, and insisted on his not ceding Benares, offering of herself a Sum of Money in lieu of it. The Proposal was afterwards made to me by the Nabob; but I answered, I was not authorized to accept an Alternative; and that if he intended to have me represent the Matter to the Honourable

able Board, he should give me his Instructions in Writing, and explain his Sentiments himself to the Governor General—which he did not do.

“ As the Begum’s Sentiments, at the present Juncture, will be best explained in her own Words, I trouble the Honourable Board with a Copy of the last Letter I received from her, as also my Answer to it. (a)

“ Camp, near Etawa,
3d January 1776.

“ I have, &c.
(Signed)

“ John Bristow,
Resid^t at the Co^t of Owde.

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Geo. Monson.”

The Counsel for the Defendant informed the House, they should next read a Second Enclosure in a Letter from the Defendant to the Board, dated December 25, 1781, which Letter had already been given in Evidence (b) by the Managers for the Commons, together with One of the Inclosures.

Read, from Book 598, already delivered in, the following Extract of a Consultation of the 14th January 1782, beginning at Page 181 of the same Book.

“ Sir,

“ In Consequence of the Representation which you have made me of the Preparation made by the Begum to resist the Order of the Vizier for the Resumption of the Jaghire, and of the Probability that further Opposition from the other Jagheerdars, and Disturbances from disaffected Persons, may be expected, I have directed Colonel Morgan to detach Sir John Cumming to Lucknow, with Four Regiments of Sepoys, and a proper Field Train, in order to support the Authority of the Vizier, and maintain the Tranquillity of his Country, by such Means as his Excellency shall please to direct.

Inclosed in the Governor General’s Letter, Dec. 25th.

“ As the Force to be thus employed for the domestic Tranquillity of the Vizier’s Dominions is an Addition to the Brigade on Subsidy, and which is ordered to be in Readiness for marching at the shortest Notice, to defend any Part of his Excellency’s Territories, which a foreign Enemy might be tempted to invade during Civil Commotions, the Vizier will, I make no Doubt, cheerfully consent to pay the Expences of the Detachment by a fixed monthly Subsidy during the Service, and which shall be determined and transmitted to you as soon as I can ascertain the probable Disbursements of it.

“ Benares,
24th Dec. 1781.

“ I am, &c. &c.

(Signed)

“ Warren Hastings.”

(A true Copy.)
(Signed)

E. Hay,
Sub-Secretary to the Honble. Board. (c)

(No Signature at the End of the Consultation.)

Read, from Book 82, already delivered in, the following Extract of the Appendix to a Consultation of the 12th June 1783, beginning at Page 130 of the same Book.

“ Appendix to Consultation 12th June 1783.

“ (C O P Y.)

“ To Colonel Charles Morgan, commanding at Cawnpore.

“ Sir,

“ Inclosed I have the Honour to transmit you a Letter from the Nabob Vizier, requesting a Regiment of Native Troops to assist the Aumil of Selon, &c. in establishing his Authority, which is threatened to be violently disputed by an armed Force. I must join my Request to that of his Excellency’s, as I am but too well assured of the great Necessity there will be for a Military Force to re-establish a regular Obedience to Government, in many Parts of this Country. If you will therefore please to order a Regiment here, I will take Care to procure proper Instructions for the Commanding Officer.

• Sic in Orig.

“ Lucknow,
the 19th December 1781.

“ I have the Honour, &c.

“ Nathaniel Middleton,
Resident at the Vizier’s Court.” (d)

(a) Vide Appendix, N^o XI.
(b) Vide supra, Page 598.

(c) Vide Appendix, N^o LIII.
(d) Vide Appendix, N^o XXXVIII, Page 81.

Read, a further Extract from the same Appendix to the same Consultation, beginning at Page 212 of the same Book.

“ To Nathaniel Middleton Esquire.

“ Benares, 1st January 1782.

“ I cannot wait your Answer to my Letter, but have written a Letter to the Nabob, which I desire you to present to him, and tell him that if he suspects the Motive of my Interference, I will withdraw it altogether, both the Resident and the Army; but he must first pay the Balance of his Debts to the Company. I will not hazard the Company's Arms in scanty Detachments for Services to which they are declared to be unequal, nor will I break the Strength of the Brigade, while the Marattas are yet on his Borders, and the Peace with them imperfectly concluded. (a)

(Signed at the End of the Letter)

“ Warren Hastings.”

Read, a further Extract from the same Appendix to the same Consultation, beginning at Page 215 of the same.

“ To Nathaniel Middleton Esquire.

“ Sir,

Benares, 3d January 1782.

“ I have already acknowledged the Receipt of your Letter of the 30th, and am determined, by the Assurances and Promise made to me in it, to return to Calcutta, and shall leave to you the Charge and Execution of the Measures necessary to the Execution of the Agreement concluded between the Nabob Vizier and myself in September last.

“ Willing as I am to trust to your Declarations, I cannot avoid yielding to the Doubts suggested by the Inconsistencies of your Representations of their Grounds. You, in a former Letter, told me that the Nabob had required the Assistance of a Regiment of Sepoys to enforce the Resumption of the Jagheers, but that it was your Opinion that a much larger Force would be required for it, as a powerful Opposition was prepared against it: I in consequence ordered a strong Detachment to perform this Service: You then wrote that the Nabob would not allow it, that you durst not communicate it to him, that you knew he would even oppose it by Force, and that the Payment of the Detachment would be a Breach of Treaty; and now you write, that the Nabob's Sebundy alone are equal to this Service, and that it will be but a Fortnight's Work to accomplish it. These are absolute Contradictions.

“ But I am most affected by your declaring, that you did not understand it to have been my Intention that the Reformation of the Nabob's Military Establishment should take place this Year; and that nothing has been done in the new Settlement of the Revenue, for the same Reason.

“ These are fresh Instances of what I have had too frequent Cause to complain of, your total Inattention to my Instructions. The like Inattention is manifested in a former Letter, in which you tell me that you did not know that I expected a present Supply to the Company's Treasury.

• Sic in Orig. “ In my Instructions I premise, as a Matter well * know to yourself, * that the chief Object
† Sic in Orig. ‘ of my Negotiation has been to induce and assist the Nabob to bring his Government and
‘ Finances into Regularity, † as to prevent his Alliance being a Clog to the Company, and to
‘ enable him to discharge his Debt to the Company in the shortest Time possible.’

“ It adds, ‘ I shall expect that the Whole of the Excess (of the Jaghires beyond the estimated
‘ Amount) be appropriated to the Discharge of the Nabob's Debt to the Company.’

“ The Order in which the Measures necessary to the Execution of the Agreement shall be taken is prescribed in the following Words:

“ After settling the Amount of the personal Disbursements of the Nabob Vizier and his
‘ Household, the next Point that will require your Exertions, towards the General Arrange-
‘ ments of the public Charges, is the Reform of the established and Muttaiena Troops,
‘ &c. &c.’

“ The only Point which is left for future Adjustment, is the Establishment of the Courts of Justice.

“ The Reformation of the Nabob's Troops, I considered, as a Point which neither required nor admitted Delay—that his Muttaiena Troops were almost wholly fictitious, and his regular Establishment scanty in Numbers, and in long Arrears: And I considered and stated this Reformation as One of the Means of reducing the Nabob's Expences, and enabling him to pay his Debts to the Company.

“ I have clearly explained my Intention to be, that the First Receipt of the current Revenue should furnish the stipulated Amount of the Nabob's private Expences; that his Assignments for the Company's Debt, and other Charges defrayed by them, should remain as usual; and that the Whole of the Excesses of the Jagheers should be appropriated to the same Account: I require no more; nor can I add either Explanation or Comment on the Instructions which have

been originally given to you, that can be more clearly express, or more fully, than the Words of the original Text.

" I have carefully perused the Agreement itself, and the former Treaties existing with the Nabob Vizier, but can find no Clause in any of them which either expressly, or by Implication, gives him a Right to employ the Company's Forces, except those of the Subsidiary Brigade, without indemnifying the Company for their Expences. The Brigade itself is expressly declared to be for the Defence of his Dominions, and therefore has always been stationed on the Frontier nearest to Invasion. It was never intended that its Strength should be dissipated in little Detachments, and its Discipline ruined by employing it to suppress the Insurrections of his Reiats, and to enforce the Payment of the Collections, although a discretionary Power has been given to you, in Cases of great Emergency, to call for the Aid of Detachments from it for the former Service. And you know, that had our other Exigencies permitted it, it was intended to remand the Whole of Sir John Cumming's Detachment to Bengal, and to leave no more than the Subsidiary Brigade, and the Regiment appointed for Lucknow, in the Vizier's Dominions. If the Opposition proposed by the Begum is so formidable as you represented it when you first intimated it to me, your Employment of the Nabob's Sebundy to suppress it would only serve to make it a serious and protracted War; which my Order was intended to prevent, by suppressing all Attempts instantaneously. I shall now revoke my Orders; but I must positively forbid you to employ the Aid of the Regiment, which has been required and sent, on any Service to which you shall judge it not fully equal. This is no Part of the Agreement.

" I meet with a captious Expression in your Letter, which, as it is not warranted by any in mine, I deem unbecoming.

" Alluding to Sir John Cumming's Detachment, you desire ' my Determination on the future ' Payment of the Troops, which I may still think necessary to keep up to regulate the Nabob's ' internal Government.'

" It is not my Intention, nor ever was, to keep up Troops to regulate the Nabob's internal Government, but solely to defend his Country against Invaders, unless he should require occasional and temporary Aids to restore internal Peace and Order to it, to enable him to acquit himself of his Debt to the Company, and thereby recover the whole and unparticipated Regulation of his internal Government. If he conceives my Design to be any other than this, it is now your Duty to undeceive him.

" I now refer you back to the Agreement concluded by me with the Nabob, and my Instructions delivered in consequence of it. These are to be your sole Guide; nor do I mean by any Thing which I have since written, whether in this or any former Letter, to revoke or change a Tittle of what is written in them. On these I ground the Whole of your present Responsibility, except what I have written concerning the additional Claims made on the Begums, and which I consider a virtual Part of my formal Instructions. (a)

" I am, &c. &c.

(Signed)

" Warren Hastings."

The Counsel for the Defendant stated, they should next proceed to shew that the Annual Amount of the Jaghires in the Nabob's Country exceeded Thirty-nine Lacks of Rupees; and for this Purpose would read Two Extracts from the Appendix to the printed Minutes, if no Objection was made by the Managers for the Commons, not having the original Book immediately at Hand.

Read, the following Extract from the Appendix to the printed Minutes, beginning at Page 356 of the same.

" I beg Leave to inform you the Allowances on Account the Jaghires and Tuncaws were recorded upon the Vizier's Books, at the following annual Amount.

The Jaghyres	—	—	—	39,38,054	4	6
The Tuncaws	..	—	—	17,19,610	—	—
				56,57,665	4	6

The proposed Allowance on Account the Tuncaws, as
per Statement, No. 1. 10,25,214 12 —

The Proposed Allowance on Account the
Jaghyres, as per Statement, No. 2. — 22,68,671 — —

32,93,885 12 —

Reduction per Ann. Rup^s 23,63,779 8 6 (b)

(Signed at the End)

" John Bristow,
Resident at the Vizier's Court."

(a) Vide Appendix, N° XXXVIII, Page 94.

(b) Vide Appendix, N° LXXXVII.

Read, a further Extract from the Appendix to the printed Minutes, beginning at Page 357 of the same, as follows : *

" Her Conduct in withholding his Excellency's Patrimony, and during the Troubles at Benares, justly lost her that Attention and Regard to which she would have been otherwise justly entitled." (a)

" Lucknow,
31st March 1783.

(Signed at the End of the Letter) " John Bristow,
Resident at the Vizier's Court."

The Counsel for the Defendant informed the House, that the next Subject in the Order of the Evidence adduced by the Prosecutors was, the Interference in the internal Government of Oude, upon which the Defendant lay under Two Accusations; the First, of a general indefinite Responsibility for all the Evils existing in the internal Government of Oude, the other respecting his exerting an undue Influence over the Vizier and his Measures, in his internal Government: They should therefore proceed to shew, with respect to the First, that those Evils originated from Causes which the Defendant could not prevent; and as to the Second Accusation, they should shew that he took the Methods best calculated for the Purpose of remedying the Evils complained of. And First, they desired to refer the House to a Letter of the Defendant to the Vizier, upon this Subject, already given in Evidence by the Managers for the Commons (b), remonstrating with him strongly upon the Subject of the Behaviour of particular Individuals about his Person, and the Influence they exerted: After which they stated, they should next proceed to prove the Necessity and Propriety of the Defendant's making those Remonstrances to the Vizier, by shewing what Sort and Description of Persons the Orderlies, who had this personal Influence over the Nabob, were represented to be by the then Resident, and by the preceding Resident.

Read, from Book 11, already delivered in, the following Extract of a Consultation of the 24th July 1775, beginning at Page 597 of the same Book.

" Fort William, 24th July 1775.

" At a Council; Present,

" The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

" To the Honble. Warren Hastings Governor General, and the Members of the Honble. Supreme Council.

" Honble. Sir and Sirs,

" Lucknow, 4th July 1775.

" When I have informed the Honble. Board of the Rajpoots assembling an Army of Forty and Fifty Thousand Men, it must be observed, that not a Fourth Part of them are to be considered as regular disciplined Soldiers, or constantly maintained at a fixed Pay, but collected together by the different Zemindars and Rajahs, as the Emergency of the Service may require. Each Zemindar * of Rajah respectively commands his own Corps, and has his separate Encampment; and over the Whole there is a General, whose Power is rather to controul than to command. The principal Rajah is Perty Sing, a Minor of about 12 Years of Age, who resides at Joymegur; and as the Command of the Army, and Authority in Civil Matters, were formerly Hereditary in his Family, Hodhally Ram Bohra is appointed General in his Behalf. This Prince's Ancestors had entire Possession of the Countries now held by the Rajpoots; but by disposing of large Governments to Individuals, they, in the Course of Time, became independent, and at present do little more than just acknowledge his Superiority, and when it may promote their general Views, unite in opposing the common Enemy; but at other Times, are inattentive to his Authority, and subject to intestine Divisions. The Troops under each Rajah, &c. are in Miniature, formed in the same Way as the general Body. The Land-holders and Fatty Zemindars hold their Possessions upon the Condition of maintaining a certain Number of Men in Case of a War, and these Men are most of them brought from the Plow, without ever having been accustomed to Military Service. (c)

(Signed at the End of the Letter)

" John Bristow, "
Resident at the Court of the Nabob of Owde.
(And at the End of the Consultation)

" Warren Hastings,
J. Clavering,
George Monson,
Richard Barwell,
P. Francis."

Secret Dept.
Monday.

* Sic in Orig.

(a) Vide Appendix, N° LXXXVII.

(b) Vide supra, Page 764.

(c) Vide Appendix, N° CCCXL.

Read,

Read, from Book 78, the following Extract of a Consultation of the 8th January 1776, beginning at Page 538 of the same Book.

“ Fort William, the 8th of January 1776.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Secret Dept.
Monday.

“ Received the following Letter from Mr. Bristow.

“ Honble. Sir and Sirs,

“ The Nabob preserves no Regularity in the Disposal of Military Offices, but they are given indiscriminately to his Favourites, with little Regard to their Abilities in this Line. Javo Lall, who now commands Seven Battalions of Sepoys, and the Artillery (which latter he obtained on the Dismission of the Europeans) never before had any other Charge than that of the Nabob's Stables. (a)

(Signed at the End of the Letter)

“ Myndy Ghaut,
6th December 1775.

“ John Bristow,
Resident at the Court of the Nabob of Owde.

(And at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis.”

Read, from Book 101, already delivered in, the following Extract of a Consultation of the 26th February 1776, beginning at Page 347 of the same Book.

“ Fort William, 26th February 1776.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Secret Dept.
Monday.

“ Received the following Letter from Mr. Bristow.

“ Honble. Sir and Sirs,

“ Camp near Etawa, February 12th 1776.

“ Notwithstanding I have so often addressed the Honble. Board on the distracted State of the Nabob's Affairs, I am sorry to say, they still wear an unfavourable Aspect, at the same Time I entertain great Hopes of their mending. In explaining his real Situation at this Juncture, I shall state, without Reserve, some Facts relative to the Nabob, both in his public and private Character.

“ His Excellency is juvenile in his Amusements, volatile, injudicious in the Choice of his Confidants, and so familiar in his Conversation, as to throw aside the Sovereign, and admit his Favourites to a Freedom destructive to all Subordination, and a Cause for the Inattention paid by them to his Commands. He frequently passes whole Days in Dissipation, and is of late much given to Liquor; for I have known him to make himself and his Favourites, and even his menial Servants, indecently drunk. By this Mode of passing his Time, he can have little Leisure for Business, and, indeed, he hardly attends to any, excepting when I wait upon him on the Company's Affairs; and then I am generally referred to his Minister, to whom, and the other Favourites, he confides the entire Charge of his Government.

“ The Men constantly about his Person are Murtehzeah Cawn, Javo Lall, Sowba Sing, Noway Sing, Bowanny Sing, Mooty Sing, and Holafs. The first of these in Rank, Murtehzeah Cawn, placed the others with the Nabob on his Accession, as his Dependants, to promote his own Views. Javo Lall, a Person of little Knowledge, low Birth and Education, by Adulation, and an easy Compliance with his Excellency's Foibles, gained an Ascendancy over him, obtained great Appointments and Commands. The others were originally Sepoys, and upon Murtehzeah Cawn's Plan, intended as his Excellency's Orderlies; but from being constantly about him, they also got

(a) Vide Appendix, N^o CCCXLI.

highly into Favour, and now enjoy Titles, large Allowances, command Bodies of Troops, and are considered as the Persons to succeed to all Vacancies in the Military Line. They are known by the Name of Tellinga Rajahs. And the Introduction of Persons to the Nabob, and many Matters of Consequence frequently pass through this Channel. I therefore leave it to the Honble. Board to determine on the Characters which must surround this Court. Javo Loll in particular, and all these Men, have stepped beyond the Line originally drawn for them. Still Murtehze Cawn enjoys the Nabob's Confidence, fills the higher Offices of State, and the others the inferior ones. He considers them as a Party against him. They really do counteract him, and are laying Plans for his Ruin. There being amongst them not One Man of Ability or Knowledge, they were at a Loss to detect any Peculations and Misdemeanors Murtehze Cawn might have been guilty of. Thus circumstanced, they looked for a Person capable of such a Task, but who would not overstep their own Influence. Benny Behadre, who, shortly after the Battle of Buxar, had been made the late Vizier's Prime Minister, was the Person pitched upon, and called out of Disgrace from Fyzabad. He is * and intelligent Man; but being blind, is thought by the Party to be unlikely to hurt them, by obtaining superior Influence over the Nabob, as he cannot well enter into his Excellency's favourite Exercises and Amusements. Murtehze Cawn, by some Means, got Intelligence of the Reason of Benny Behadre's being brought in, and has endeavoured to attach him to his Party. This Instance shews the Temper of these People, and the perpetual Contention there must be for the Nabob's Favour. Javo Loll's great Ascendancy over the Nabob is to be considered to have taken its Rise since we left Mindighaut. In regard to my Conduct, it is to adhere to Murtehze Cawn, who has always warmly supported the Company's Interests. My Opinion of his Abilities I have before humbly represented. From his Station about the Nabob's Person, he is obliged to give up a good Deal of his Time to Dissipation, owing to which, many Businesses are so long protracted in the Execution, that the good Effects which might be expected from them are lost by the Delay: Still I imagine his peculiar Situation might not be detrimental to the Public, if he appointed able Naibs and Mottasiddies to act under him, who would, at the proper Time, execute all necessary Matters in which Murtehze Cawn might acquiesce, and ensure the Nabob's Approbation.

* Sic in Orig.

" Javo Loll by his Declaration, and the Evidence of many Individuals, is a Person I am persuaded ill affected to the Company. He frequently talks of the English having ill Intentions towards the Nabob, and uses his Endeavours to persuade him to a Conviction of his own Independance: Such Insinuations may be very prejudicial to his Excellency, and involve his Government in still greater Confusion than it at present is.

" Should his Alliance with the English be ever reported to be interrupted, Mal-contents would arise in all Quarters, whom it might not be afterwards so easy to quell. I considered a Point of such Delicacy, as a Misunderstanding between the Company and the Nabob, ought to be discouraged on the very first Surmises of it; that ill disposed Persons ought not to have the Opportunity of confirming any bad Impressions in his Excellency's Breast, which would be hereafter with Difficulty erased, or perhaps proceed to Extremitities, and involve the Two Governments in very fatal Consequences.

" I thought therefore the best Mode of knowing whether his Excellency paid any Attention to the improper Discourses of his Favourites, was to inform him candidly of the public Reports I had heard, and humbly solicited him to consider his real Situation, and the Conduct of the Honble. Board since the Conclusion of the Treaty: I stated to him every Expedient had been adopted to avoid Jealousies by any Connections with foreign Princes, and as for my Correspondence, I never wrote Letters but by his Sanction and Privity, and if he had Reason to be dissatisfied with me, that he should express it. When I represented these Circumstances to his Excellency, he denied any improper Discourses having passed in his Presence, and said he knew who was the Person who gave me the Information, meaning Murtehze Cawn, but pretended not to be displeased with him; I replied, that I should ill discharge my Duty to the Company or to him, to suffer these Reports to gain Ground, and hoped he would excuse my having mentioned the Subject.

" I lay little Dependance on the Information of Individuals, who are biased by the Cause they espouse; but when I heard it indiscriminately asserted by Persons attached both to Javo Loll, as well as his Opponent, that he has even gone so far with the Nabob as to offer to fight the Company; such Information is not to be overlooked. Many People assert to me, that they have heard Javo Loll speak of the English in the Nabob's Presence in the most disrespectful Terms, and use every Argument he could suggest to disgust him: Should I find any Alteration in the Nabob's Behaviour to me, or his Affairs likely to fail of Success, I purpose to present a Memorial, and endeavour to convince him of the Company being his firmest Friends. (a)

(At the End of the Letter, &c.)

(Signed) " John Bristow,
Resident at the Court of Oude.

(And at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
P. Francis."

Read, from Book 38, already delivered in, the following Extract of a Consultation of the 26th of August 1776, beginning at Page 640 of the same Book.

“ Fort William, the 26th August, 1776.

“ At a Council; Present,
“ The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
Richard Barwell, } Esquires.
Philip Francis, }
Colonel Monton indisposed.

Secret Dept.
Monday.

“ Received the following Letter from Mr. Bristow :

“ Honble Sir, and Sirs,

“ The Mint at Lucknow was farmed at 22,000 Rupees a Year to Bowanny Sing, one of the Vizier's favourite Orderlies, who refarmed it at * at 8,000 Rupees Profit to himself, and it was again refarmed to a Third Person for a further Emolument; so that it stands altogether to the Managers at 30,000 Rupees a Year, besides the Support of his Workmen, and other necessary Expences of every Kind; where, by the best Intelligence I could ever collect, it will not yield above 24 or 25,000 Rupees a Year. I have heard that general Complaints are made by the Inhabitants of the Loss sustained by Mal-Practices in the Mint, and that already Rupees of the 14th and 15th Years are the greatest Part bought up and coined into the Current Siccas with a Gain to the Proprietor. By this Circumstance alone, the Honble. Board may determine the bad Consequences of the present Management in the Coinage, and what is worse, I see no Probability of any Stop being put to it; for on his Excellency's coming into Cantonments, and shortly after Ellize Cawn's Arrival, I represented the Case as particularly affecting his Money Transactions with the Company, since he received this Species of Rupee in Payment of his Revenue, without having the Deficiency in the intrinsic Value made up to him; that the Company would not agree to this for their Monies, it being stipulated in the Treaty, that they were to be paid for their Transactions at the Standard then in being; that should it hereafter be debased, his Excellency was to make up the Deficiency; and I therefore hoped he would not be offended at being charged with the Difference. He answered in general Terms, “ That he had entrusted the Management of the Mint to a Man in whom he placed great Confidence, and who was capable of the Office.” I tried to convince his Excellency to the contrary, but all to no Purpose; and notwithstanding I repeatedly urged him on this Point, I could obtain no real Satisfaction, and I found my Representations so ill received, that I was forced to drop them. I did it very unwillingly, because Ellize Cawn had solicited me in the strongest Terms to use my Influence with the Vizier, to rectify the Mismanagement of the Mint, being fully sensible of the Detriment which would accrue from it; but the Manager being a Man so much favoured, he hardly dared openly to speak against him. The only Point we were able to effect was to get an Order to Bowanny Sing to coin the Rupees at the old Standard; and so far from curbing his Authority and Influence, the Vizier has since farmed to him all the Mints throughout his whole Dominions. Notwithstanding the Order, Bowanny Sing still continues to debase the Coin. In Corah particularly the Abuses are the greatest. That Mint is refarmed at a most exorbitant Rate, and has already produced Lead Money, the same in Proportion in all other Parts of the Country.

* Sic in Orig.

“ In Reply to what the Honble. Board direct, that I should ascertain and report the Weight and Fineness of a Bungaloo Sicca, I hope I have evinced the Impracticability of my doing it, in the present State of the Mint. The Old Sicca ought to be composed of Eighteen Burrunge Alley, and weigh Eleven Makhha, which will guide the Honble. Board in their Decision on the real Difference in Value between it and a Patna Sunnaut, if the Standard was adhered to. I understand, however, that the New Old Sicca is now current in the Buzar, at a Discount of Two per Cent. on the old, and that this Discount is expected to encrease upon every new Coinage.

“ I have for a long Time flattered myself with the Hopes of Ready-money Payments from the Vizier, which the Situation of his Country, and extraordinary Expences until the present Juncture, have prevented from being accomplished; and I am further to observe from his lavish Disposition, that it is impossible I should ever be able to obtain them: I therefore see no Way of realizing his Debt to the Company, but by procuring from him specific Funds, for the Payment of it, which he shall be bound not to appropriate to any other Purpose. To evince the Truth of this, it is impossible to ascertain with Precision, the Expences of the Privy Purse; and in order that they should not be known, he has appointed Two Persons, Hussein Reza Cawn and his favourite Bowanny Sing, besides the public Treasurer, to receive the Produce of his Revenues. Excepting the fixed and unavoidable Expences of his Household, not any Thing is paid into the public Treasury. Hussein Reza Cawn has latterly held his Office nominally, for very little Money has been deposited with him: Bowanny Sing receives almost the Whole, and when I have been able to trace his Excellency's Disbursements in this Channel, it has generally been in the Purchase of Trifles in the Buzar, and in Presents to his Favourites, almost immediately upon the Receipt * of even large Sums.

* Sic in Orig

“ Having

" Having such a Disposition to counteract, I humbly submit it to the Consideration of the Honble. Board, whether the Mode of securing specific Funds is not the only One of realizing the Company's Demand; and I hope my Conduct in adopting this Measure will meet with Approbation;—at all Events should it be disapproved, I can always give them up, and it would not be an easy Matter to procure them, if the Collections on Account of the new Year were once commenced. Herewith I do myself the Pleasure to enclose a Statement of the Assignments, (N^o 10), which I have procured, both for the Payment of the Debt, and of the Army Subsidy for next Year. I objected strongly to the Assignment on Rohilcund, wishing to exchange it for One on Oud, which his Excellency repeatedly declined to grant me, so that I submit this Matter to the Consideration of the Honble. Board.

" The Kiltbundee I will forward as soon as I procure the Materials from the Aumils, as yet they have not furnished me with them.

" I have the Honour to be, &c.

" Lucknow,
the 8th August 1776.

" John Bristow,
Resid^t at the Vizier's Court.

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Rich. Barwell,
P. Francis."

Read, from Book 39 already delivered in, the following Extract of a Consultation of the 23d September 1776, beginning at Page 43 of the same Book.

" Fort William, the 23d September 1776.

" At a Council; Present, .

The Honble. Warren Hastings, Governor General, President;
Richard Barwell, } Esquires.
Philip Francis, }
General Clavering indisposed.

" Honble. Sir and Sirs,

Mr. Bristow.

" The great Usefulness of Ellije Cawn to the Vizier I have already mentioned, and as Affairs may take a Turn in consequence of his Decease, I shall trouble the Honble. Board with the Characters of the Persons who compose the Vizier's Court.

" In my Address of the 12th February I mentioned Murteza Cawn, Jado Loll, Souba Sing, Nawar Sing, and Holafs, as Favourites; of whom Murteza Cawn was assassinated, Jado Loll disgraced. Three other Men have since rose into Favour, namely, Tupper Chund, the Treasurer; Jummarin Bukh, the Commandant of the Artillery, and the greater Part of the Troops now under British Officers; and Caim Cawn, his Excellency's Elephant Driver.

" Those whom I before defined to the Honble. Board, under the Denomination of Tellinga Rajahs, have Jagheirs of Thirty thousand Rupees a Year each; are Farmers of large Districts, and reap great Emoluments from occasional Gratuities. Excepting Bowanny Sing, they are not particularly distinguished one above another, but this Man enjoys, in a great Degree, the Confidence of his Master; and I have already explained to the Honble. Board that the Irregularities in the Coinage have principally proceeded from his Mismanagement. He is, to the best of my Judgement, possessed of no natural Abilities to make up for the Want of Education, nor any One Recommendation whatever, but merely the Vizier's Favour; and I am sorry to say that the general Conduct of all these Rajahs, and this Man in particular, is exceedingly oppressive and grievous to the People.

" Jummarin Bukh is a vain light insignificant Character, of the same Education and Abilities as the Tellinga Rajahs, and whose real Pretensions to his present Station are much the same as theirs. Caim Cawn has obtained his Favour from the Accident of being constantly under the Vizier's Eye. He is a Man whom I believe his Excellency consults upon many Occasions, and by whom he is much guided. Tipper Chund has been a long Time about the Court, is an artful intriguing Man, not wholly destitute of Abilities, and avowedly ill-disposed towards the English: In every Measure where he has been concerned, I have always met with Opposition from him.

" The Vizier's Turn for Dissipation takes up so much of his Time, that it is impossible he should attend to the Administration of his Affairs; and therefore, without a capable Man in the Station of Naib, I see no Prospect of their ever being settled on a permanent Footing. Supposing it to be vacant, there would be no one authorized to take upon him the Controul of Accounts, or to inspect into the general State of Affairs, but every Person who would have Influence with the Vizier would use it to serve his own Purposes. I saw a great Deal of this on our Return from Etawa, for if Ellije Cawn, or some Man equally capable had not been placed in Office, the Order and Regularity which were by him preserved would never have existed. The Duties of Naib, under the

the wisest and most methodical Prince, require great Capacity, and must even then be executed with Difficulty; but under a Prince such as the present, I hardly see it possible for any one to discharge the Trust with Credit to himself.

"The Vizier's Unsteadiness is productive of contradictory Orders. The Views of his Favourites clash with the Minister's Measures, and overset all his Endeavours to establish Order and Regularity; if he should attempt to overset them in the Opinion of the Vizier and fail, Ruin would fall on his own Head. Ellije Cawn was so sensible of this, that far from opposing them, he was forced to forward their Interests in order to establish his own Authority. I am further sorry to observe, that though the Vizier's Attachments are not lasting, yet they are exceedingly strong for the Time, and he thinks he can never be too liberal in bestowing Favours on the Persons to whom he is so attached.

"In order to keep the Vizier steady in his Alliance, and to secure the Payment of their Assignments, I conceive the Naib ought to be a Man well disposed towards the English. Though the Vizier is sensible how much the Peace of his Government depends upon us, yet I find him frequently misled by the Insinuations of particular People, who raise his Jealousy of the Company's Intentions, and, notwithstanding Representations which I am almost daily obliged to make him, I am not able to prevent the Officers of his Government throwing great Interruptions in the Collections of my Assignments. The Vizier has made it a Condition, that those on Account the Company, and the Payment of his own Army under British Officers, shall be discharged prior to any others; he nevertheless often grants Tuncaws on the Places where mine are; and, when I represent that this is departing from a Promise engaged to in the most public Manner, which can only disgrace his Government, as it must make all Persons lose their Confidence in his public Faith, he pretends he is unguardedly led into those Measures.

"The Truth is, that he lavishes so much Money away in unnecessary and useless Expences, that unless he alters his Mode of Conduct, he will always be distressed. I have, for my Part, stated to him in the strongest Terms, that the Discharge of all Arrears to the Company, and the regular Payment of the Army under British Officers, are Points that the Honble. Board cannot, on any Account, dispense with. He always acquiesces in the Justness of what I say; but drove to it by his Extravagancies, he still winks at these Attempts to encroach upon my Tuncaws.

"The Appointment of an Officer to the Niabut, in the proper Choice of whom the Company's Interests are so nearly concerned, being a Point of the utmost Consequence, I conceived it to be my Duty to obtain the earliest Intelligence of his Excellency's Intentions; and seeing Ellije Cawn's Decease inevitable, I pressed the Vizier, for some Days past, to come to some Resolution on this Point, which I was never able to bring him to before this Morning. He had Two Persons in View, Surut Sing, the present Aumil at Rohilchund, and Tipper Chund. The latter I strongly objected to, for the Reasons I have above given, as I am convinced that he would not execute the Office with Credit to himself or the Vizier, and that he would exert his utmost Abilities to disgust the English. He is besides this a very unpopular Man, and unaccustomed to this Branch of Business. Soorut Sing appeared to me the fittest of the Two, having been a long Time Duan to Suja Dowla, and being well informed of the general State of the Country, a Man of plain Sense, but great Application; and the Aumils and People about the Durbar knowing his Talent in the Revenue Branch, he would have a Weight with them, which the other could not. For these Reasons, and that he has always shewn an Attachment to the English, I ever recommended him to the Vizier, and hope that my Conduct in so doing will be approved of by the Honble. Board.

"The Vizier, upon considering the Characters of all the Persons about the Court, looks upon him as the properest, and is determined to appoint him, if he appoints any Body; but he told me To-day, that he thought he could execute the Office of Naib himself. This Opinion I judged to have proceeded from the Insinuations of some of the People about him, who, concluding they could not obtain the Office for themselves, imagined they should have the greater Latitude to range in, if it was left vacant.

"I candidly informed his Excellency, that this was the Way to occasion him much Loss, and create endless Confusion in his Government, as he had too many other Occupations to attend to the Minutiae of so extensive a Department as that of the Revenue. After much Argument he agreed with me, but has deferred the Appointment until he shall have fixed on some Person to go in Soorut Sing's Room to Rohilchund, as likewise another Person to fill the Office of Dewan. His Excellency conceiving it incompatible that the Naibut and Dewanny should be united in One Family, the latter Office being now held by Soorut Sing's Son in Law.

"Whatever further Resolutions the Vizier may form on this Head, I shall be sure to give the Honble. Board early Information of.

"Lucknow,
26th August 1776.

"I have, &c.

(Signed).

"John Bristow,
Resident at the Vizier's Court." (a)

(Signed at the End of the Consultation)

"Warren Hastings,
J. Clavering,
Rich^d Barwell,
P. Francis."

(a) Vide Appendix, N^o CCCXLIV.

Read, from Book 118, already delivered in, the following Extract of a Consultation of the 17th February 1777, beginning at Page 285 of the same Book.

“ Fort William, the 17th Feb. 1777.

“ At a Council; Present,

The Honourable Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
Richard Barwell, } Esquires.
Philip Francis, }

§ (“ Read the following Letter from Mr. Bristow.

“ Honourable Sir, and Sirs,

“ Herewith I have the Pleasure to forward the Honourable Board the following Papers :

- Nº. 1. General Statement of the Vizier's Army.
2. Statement of the Vizier's Military Disbursements.
3. Statement of the Vizier's Civil Expences.
4. Statement of the Jaghiers in the Vizier's Dominions.
5. Statement of the Vizier's Revenues.
6. Statement of the Vizier's Issues and Receipts on Account of the Hindoo Year 1184, or from the 28th of September 1776 to the 28th September 1777.

“ By these Statements, or rather Estimates, the Honourable Board will observe the enormous Sum by which the Vizier's Expences exceed his Income; and as I obtained my Information from the best Authority, I have great Reason to believe that I have not over-rated them.

“ The Ministers have often represented to the Vizier his Situation, but without Effect; for though he may have been convinced at the Time of the Necessity of a Reform, yet his Turn for Expence will render it a most difficult Task to bring him to abide by any regular System. Besides this Reason there is a very principal one arises from the Opposition his Ministers meet with from Inaam Buckk, Tipper Chund, and the favourite Tellinga Rajas, who counteract every Measure they propose for introducing good Order and Economy. The Characters of his Excellency's Favourites I explained to the Honourable Board in my Letter of the 21st of August last, and am ignorant of any Change having happened in his Sentiments towards them.

“ It appears to be his Plan to intrust to the Tellinga Rajas the Management of any Farms that may in future fall vacant. I dread the bad Consequences that must ensue; for it needs little Judgment to penetrate into the Conduct of Men of low Birth, without either Education or Abilities, and whom I may safely declare totally unfit for the Charge of Government. The Country already feels the Effects of their Violence, and the Vizier does not receive even a temporary Advantage from it; as, whatever they may collect from the Country, the Payments to him from all the Districts fall infinitely short of the former Rents.

“ The Ministers, whoever they be, will be constantly perplexed how to act towards the Favourites, as their Influence with the Vizier places them above Controul, and likewise enables them to obtain extravagant Allowances for the Charges of Collection, as well as great Deductions for the Failure of Crops, deserted Lands, and under various Pretences void of Foundation. These Men themselves, I am told, doubt the Permanency of their Situation—they are sensible of the general Disgust which prevails against them, and that on any Change of Government they would be the first to feel the Effects, and therefore are the more earnest to acquire Emoluments, without regard to the Means.

“ In my Address of the 8th of August last, I informed the Honourable Board of the Abuses which reigned in the Mint, and of the Improbability of their being rectified, owing to the Influence of the Manager, one of the principal Tellinga Rajas. I am sorry to observe, that Abuses daily encrease; for at this short Period of Time from my forwarding the Honourable Board a Table of Assays, the Coinage at some of the Mints has been debased near Three per Cent. Such Departments of the Government as are not under the Management of the Favourites are neglected, and the Persons invested with the Charge of them exposed to the greatest Difficulties. Aumils, whose Districts are filled with refractory Zemindars, and require Troops to subject them, cannot obtain Assistance in proper Time, and, on this Account, I have known great Losses often accrue in the Revenue. Another great Difficulty they labour under is, the Assignments granted on them exceeding the Rent of the Lands they hold. To many People of Influence who have these Assignments they do not dare to give a Refusal, for fear of being injured by them, and they are at the same Time unable to comply with their Demands; so that I recollect many Instances of Aumils, whose Attention has been more taken up in making Excuses to Tuncawdars, than in the Care of their Districts. Every Tuncawdar sends a Vackell, Hircarras, and a Number of People to collect his Tuncaw, and if he has Troops under his Command, he detaches a Party to exact Payment from the Aumil; very often Troops, whom the Vizier cannot pay at the Presence, are sent to collect their Arrears from an Aumil. They frequently treat him in the most ignominious Manner, by confining and depriving him of all Sustenance, until he finds Means to satisfy them. So considerable an Officer

“ of

" of Government as an Aumil, whose Character should be held up to the People in the most respectable Light, to be thus disgraced, must not only affect the Vizier's Authority, but his Revenue, and is so prejudicial, that it will be impossible for the Government to subsist long upon this Plan."

[" Another great Abuse which prevails, is the Contempt with which the Vizier's Authority is treated: His Orders are ill executed; his Perwannas disregarded, even in the neighbouring Districts to the Capital, unless accompanied by similar ones from the Person immediately in Charge of the Province. In some distant Parts of the Country, neither his Excellency nor his Aumils are much regarded; the Gurrocpore District particularly can hardly be said to be under the Vizier's Government, as it is held by Zemindars who pay little Obedience to the Aumils, and discharge their Revenues with great Irregularity.] (a)

Heretofore it was usual to annex the Sayer, or the Collection of Duties of Goods transported by Land, to the Department of the Aumil of the Province, but the Vizier has thought proper to make the Sayer of all his Dominions a separate Office, and entrust it to the Management of Bowanny Sing. This has been productive of much Confusion and general Complaint, because it interferes with the Authority of the Aumils, and creates perpetual Disputes. The Persons under the Sayer are frequently concerned in the Farming of Lands, and holding Offices under the Aumils. Both the Darogha of the Sayer, and the Aumils, have Claims on the same Man, and both issue Warrants to seize his Person and Effects. Many Aumils have found such great Impediments from this clashing of Authority, that they have made the Darogha a Present to give them up the Farm of the Sayer. To this Evil I see no Remedy, because the Vizier's strong Attachment to the Darogha deters all Complainants from representing their Grievances; and the Causes of Complaint are really aggravated by the Disposition of the Darogha, who exercises his Office in a very arbitrary unbecoming Manner.

" In the late Vizier's Time there was a Collection of the Sayer confined to Duties on Goods transported by Water from particular Places only; but the Sayer, on its present Footing, is a very extensive important Department, not so much from the large Amount of the Collections of it, but from the Opportunities it gives an ill-disposed or incapable Man at the Head of it to cause Irregularities in the Government.

" The Sale of Spirituous Liquors had become, in the late Vizier's Time, so great a Nuisance, that he found it necessary to publish an Edict, making it Death to distil or vend any. Some Offenders who were the most notorious he punished; still the Advantages accruing to the Country from the Consumption of Articles used in the Still, rendered it necessary to wink at the Infraction of this Edict, if it was not carried to Excess. The present Vizier has thought proper to establish an Office, under the Appellation of Abkany, merely for the Prevention of making Spirituous Liquors, the Authority of which extends to all his Dominions, and is entrusted to the Management of Rhemaum, who was a menial Servant of his Excellency's. He has under him many Companies of Sepoys, which he disposes of throughout the Country, accompanied by a numerous Body of Agents; and, under the Pretence of Distillers or Venders of Spirituous Liquors, every Individual is exposed to their Violences. This Office is not only the Cause of great Oppression, but of Loss, for the Aumils on this Account complain much of the slow Sale of many Articles, particularly of the Sugar Cane. In like Manner with the Sayer, the Office of Abkany interferes with the Authority of the Aumils.

" The Honourable Board will observe, by the Statement of the Vizier's Revenue, the extensive Districts entrusted to the Management of Individuals, which has been the Cause of much Confusion and Irregularity; and the Division of them ought to be one of his Excellency's first Objects.

" I have to observe to the Honourable Board, the Abuses which I enumerated in the Administration of the interior Parts of the Country are at least equalled by those at the Prefecture.

" The Execution of Business at the Public Offices is protracted unnecessarily, owing to the Vizier's Inattention, and the Difficulty the Ministers are under in bringing him even to give his Sanction to their Acts: Without it, however great the Latitude may be he avowedly grants them, still they dare not proceed; for, in the present divided State of the Court, the Ministers have too much to apprehend from the Insinuations of their Opponents, to enter into any Measures, unless expressly authorized by his Excellency.

" On the Appointment of the Ministers, I informed the Honourable Board of the Advice I had given the Vizier, and the Confidence I entertained of their earnest Wish to promote the joint Interests of their Master and the Company; and I have equal Reason to believe they are zealous in their Duty. Hyder Beg Cawn has shewn Abilities sufficient to discharge the Trust reposed in him; but, curbed and opposed on every Occasion as he had been, it is impossible to expect he should have been hitherto able to introduce a Reform in the Government. I shall dwell particularly on this Subject, because I know his Attachment to the Company has exposed him to the Enmity of all the Court; but I humbly hope the Honourable Board will regard Hyder Beg Cawn as a Man to whom their Countenance and Protection are necessary, as well to support the Vizier's Government, as the Company's Interests.

" Tipper Chund and Imaum Buchh are the principal Opponents of the Ministers, because they are themselves endeavouring to obtain the Administration of Affairs. Imaum Buchh has a very great Influence with the Vizier, who has conferred every Mark of Distinction and Honour on him that he could, and dignified him with the Title of General; his being a weak Man, and having such Weight with his Excellency, are useful and necessary to Tipper Chund, without being in the least dangerous. Tipper Chund directs all their Plans; and, as I understand, it is their constant Endeavour to impress the Vizier with Doubts and Suspicions of the friendly Intentions of the English, and the Infidelity of the Ministers. These Suggestions, together with positive Assurances, that in case of their coming into play, his Excellency's Privy Purse should ever be kept full, let what other Funds and Assignments might fail, have so far succeeded, that the Vizier is inclined to make Tipper Chund his Minister, if the Honourable Board should approve of it; and I therefore think it my Duty to mention these Circumstances without Reserve. I know him to be a Man avowedly ill-disposed to the English, and ever since my first having had the Honour to hold the Station of Resident, I have met with constant Opposition from him in all my Negotiations, particularly in that principal one of securing Funds for the Payment of the Expences of the Nabob's Troops under British Officers, and the Army Subsidy.

" In respect to the Tellinga Rajas, the Part they have taken in these Intrigues is not so conspicuous; but the Ministers, in doing their Duty, must clash with their Interests, and in consequence are their strenuous Opponents. I have to observe, by the Irregularities in the Vizier's Government, the Company must ultimately suffer; for I conceive it an Impossibility that the Assignments granted, either for the Payment of the Subsidy or Balance, can be realized on the present System.

" The Resident is unable to have such vigilant Agents as to prevent the Collections of all the Places on which he has Assignments from being appropriated to other Payments in preference to his. Some private Tuncawdars will make it the Aumils Interest to favour them. Mutinous Troops exact the Money for their Tuncaws, and thus the Deficiencies will fall on the Company. On the other hand, if the present Mode is set aside, and Ready-money Payments demanded of his Excellency, little or nothing would be realized.

" The Freedom with which I have stated the Situation of the Vizier's Affairs, and the Necessity of a Reform in them, will, I hope, meet with the Excuse of the Honourable Board. I, for my Part, shall only presume to say, that from the Experience I have had of his Excellency's Disposition, he will hardly of himself regulate his Affairs, and that the only Remedy to be found is in the Assistance and Protection of the English." (a)

" Lucknow,
22d January 1777.

" I have the Honour, &c.
(Signed) " John Bristow.

(Signed at the End of the Consultation)

" Warren Hastings,
Richard Barwell,
P. Francis."

Read, from the same Book, the following Extract of a Consultation of the 26th of February 1777, beginning at Page 346 of the same.

" Fort William, 26th Feb. 1777.

Secret Dept.
Wednesday.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
Richard Barwell, } Esquires.
Philip Francis,

" Letter from Mr. Middleton to the Governor General and Council, dated Lucknow, 9th February 1777.

" Honourable Sir and Sirs,

Mr. Middleton,
ton, 9th Feb.

" The growing Ascendancy of the personal Favourites of the Vizier, in Opposition to the Ministers, who his Excellency himself made Choice of, and whose Conduct he has hitherto been pleased to approve, appeared to be fraught with such dangerous Consequences, that I have thought it incumbent on me to give the latter the strongest Assurances, that the same Support they have hitherto met with from the English, and which alone can insure to them the Influence necessary to the due Execution of their important Trust, would be continued to them so long as their Conduct should furnish no Cause of Complaint against them; but these Assurances, without some concurrent Testimony from the Vizier himself, would not have had the immediate Effect which I wish them to work: I was, at first, struck with this Necessity, from the Circumstances

which Mr. Bristow has set forth in his Address of the 22d ultimo, respecting the Characters and Dispositions of the Men who compose the Opposition against the Ministry, and which I have found, from every Enquiry I have been able to make, to be, so far as regards them, just. I have, indeed, had more convincing Proofs than my Predecessor, of the outrageous and destructive Lengths this Faction would dare to proceed, having been pretty well ascertained that it has been a Measure agitated, and actually agreed on, to assassinate the Minister Husein Reza Cawn, and his Naib Hyder Beg, to make Room for Tipper Chund and Immaum Buxh, whom the Party have chosen for the Ministry.

"The Persons who evidently appear to be the Principals in this Confederacy, are Immaum Buxh, Tipper Chund, and most of the Tellinga Rajahs. Although I am thoroughly convinced that his Excellency is unconcerned in, and unacquainted with, these Cabals, and that he is so far from harbouring Ideas correspondent with such Designs, that he has a good Opinion and a real Confidence in Husein Reza and Hyder Beg Cawn, both Men of Family, and among the oldest of the late Vizier's Dependants; yet such is the Influence of the Orderlies (particularly Immaum Buxh), from being the Companions of his Pleasures, over his Excellency's Affections, that I should fear he might be ready to excuse in them an Act which he himself would abhor the Commission of, and even take the Perpetrators of it into the same Degree of Favour they before possessed. How soon an uncontrolled Reign of such People would plunge the Nabob's Affairs, and this Country, into irredeemable Ruin, is but too obvious from the Mischiefs which result from their present Influence, controuled and counteracted as it is. They are, indeed, of Characters, as infamous as they are, from the Want of Abilities and every requisite Experience, incompetent to the Charge of the Offices they wish to seize, by the Sacrifice of those who now hold them. In so serious a Conjunction as this, I thought it necessary to sound the Nabob's Disposition towards the Ministers, and as I found that he entirely approved their Conduct, and had no personal Objections to them, or any apparent Wish to remove them for others, I thought it prudent to mention to his Excellency (but without telling him of the Cabals forming), that as he assured me he entirely approved of the Conduct of the Men already in Station, I could wish he would be pleased to honour them with some new Marks of his continuing Favour, that it might be apparent to the World the same Conduct would be observed towards them as heretofore; adding, at the same Time, that this would manifest to the World that I heartily joined in wishing to support Men, whom his Excellency had first adopted, and still deemed competent to the Charge of the important Offices they were entrusted with. I have the Pleasure to acquaint the Honourable Board, that his Excellency, without the smallest Reluctance, but, on the contrary, with the utmost Cheerfulness, acquiesced in my Proposal, and appointed last Night to bestow Khelauts upon Husein Reza and Hyder Beg Cawn, which was accordingly done in my Presence.

"I hope the Honourable Board will approve the Conduct I observed on this Occasion, which appeared equally necessary for the Preservation of Tranquillity in the Vizier's Government, as for the Prevention of a Piece of Villany, shocking in its Nature, and in its probable Consequences extremely destructive.

" Lucknow,
the 9th Feb. 1777.

"I have the Honour to be, with the highest Respect,
(Signed) " Nath. Middleton,
Resident at the Vizier's Court."

" Honble. Sir and Sirs,

"I had the Honour to address you last under Date the 9th instant, acquainting you that the Vizier had excused himself from obeying his Majesty's Summons. When his Excellency first discoursed with me on this Subject, he seemed doubtful as to the Part he ought to act on this Occasion. On one Hand, he did not like to offend his Majesty by a positive Refusal, and on the other, he appeared perfectly satisfied that the Interview would necessarily be attended with an Expence which the present Situation of Affairs would ill afford. When I found him wavering, I thought it my Duty to offer my Advice, which I founded chiefly on the Arguments contained in my Address to the Honble. Board of the 8th instant; adding that I thought, if his Excellency deemed his Compliance with this Summons inexpedient, his Answer might be conveyed to his Majesty in Terms perfectly consistent with the Respect and Allegiance he professed to his Sovereign, and yet evidently imply his Determination to disobey such Calls. He was pleased to approve of the Counsel I gave him, and have now the Honour to enclose you Translations of his Answers to his Majesty, and his Minister Abdut Ahud Cawn, together with a Translate of an Argees, which the Nabob entreated me to write to the King, in order to strengthen the Plea he had made use of to evade Compliance with his Requisition. It was with Reluctance I consented to address the King at all on this Subject, especially as no direct Application had been made to me; but I perceived that my hesitating to comply with so earnest a Request so ungraciously received, I deemed it imprudent to persevere; and as the Argument the Nabob has urged is not merely fictitious, I flatter myself the Honourable Board will not disapprove of my having so far interfered in this Matter, although unauthorized by their Instructions.

Mr. Middleton.
11th
February.

7 ["The Country of Gorruckpore, particularly that Part which lies contiguous to the Mountains, although not in actual Rebellion, is so far unsettled, as scarcely to be deemed a Part of the Vizier's Dominions.

Dominions. The Revenue of that District is rated at 560,000 Rupees; but, from the Manner in which the Payments have hitherto been made, I do not apprehend that more than Half that Amount will be realized: And the Reason which the Aumil assigns for this Failure is, the Number of Zemindars on the Confines of the Province, who, being in Possession of Mud Forts, withhold their Revenue, under various Pretexes, until extorted from them by Force. Under these Circumstances, the Charge of the Army necessary to be kept up, in that one District, is almost equal to the Amount of the Collections.] (a)

"His Excellency intends to march towards Gorruckpore, as soon as the Ceremony of the Mohur-rum is over. His Plan is to bring these Zemindars to an equitable Adjustment of their Accounts, to reduce all the Forts that are not immediately necessary for the Defence of the Country against foreign Invasions, and to put those in the Possession of Men whose Fidelity and Allegiance he can rely upon.

" Lucknow,
the 11th Feb. 1777.

(Signed) " Nath. Middleton,
Resident at the Vizier's Court. (b)
(And at the End of the Consultation)
" Warren Hastings,
J. Clavering,
R. Barwell,
P. Francis."

Read, from Mr. Middleton's Letter Book—B, already delivered in, the following Extract of a Letter from Mr. Middleton, to the Board, dated June 26th, 1777.

" To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" The Balances have by no Means encreased since my taking Charge of this Station, more than in Proportion to the additional Kists which have become due. In Truth, the Evils which have occasioned these Balances, have originated from the Time of the Tuncaws, have continued to the present Period, and have been such as neither my Predecessors or myself could possibly remedy; nor can indeed any Remedy be applied in future, but by the Adoption of a new System. It is my Duty to represent what these Evils are, and to propose what appears to me the only effectual Remedy, that the Honble. Board may take the Matter into their serious Consideration, and either adopt the Mode proposed by me, or such other as they may deem most expedient. The Causes of such Balances having accrued are, First, the Revenues having been injured by the Lands having been given in Farm to improper People, particularly to Orderlies and Favourites about the Nabob; Men, as I have already observed, of the lowest Extraction, most of them raised from common Sepoys, of Dispositions as mean as their Extraction, and who, from Want of Education, must be totally deficient in the farming Business. Thus ignorant, and, as most Men suddenly raised to Power and Fortune are, rapacious, they have plundered the Riates * wherever they have had Charge of Provinces, and of Course made them desert, desolated the Country, and ruined its Revenues. Secondly, the Vizier's Desire to raise his Revenues, which will scarcely in any Instance bear such Encrease without certain ensuing Loss; that has not only been the Case, on making new Bundabusts, but often Two Months after Engagements entered into by Government with Aumils, when an Encrease on the Revenues has been offered by any Adventurer, without any Charge of Delinquency, or even a Failure on the old Aumil's Part. The Vizier, from his idle Extravagancies, ever distressed for Ready-money, and allured by the Parishgee usually paid on the first Installment of an Aumil, has accepted the new Offer, disgraced the old Aumil, though an unexceptionable one, and put in a needy Adventurer, who if he does any Way realize his Encrease, must do it by plundering the Country, and sucking the Blood of the Inhabitants. It is evident that Proceedings like these must destroy all Confidence in Government, and effectually deter any creditable Men, solicitous of performing their public Engagements, and to improve the Country, from taking the Lands. Lastly and principally, in Addition to the foregoing Circumstances, his Excellency's public and private Expences are so inordinate and disproportionate to his Revenues, so totally ill calculated for any useful Ends, and the Conduct of them entrusted in such improper Hands, his Parasites, and the Ministers of his * unworthy Pleasures, that he is perpetually surrounded with clamorous Creditors, and, to get rid of their Importunity, he grants fresh Tuncaws on the Lands, although those he may formerly have given exceed the utmost Amount of their Rents, a great Part of these Creditors consisting of his Excellency's undisciplined Troops: It is but too evident how much an Evil, so great in itself, must be en-created by so lawless a Rabble being let loose on the Country, who will naturally plunder as they may be able, neither paying any Regard to what may be their just Demand, or the Mode in which they levy it; hence it has, within my Knowledge, frequently happened, that the Troops which have been stationed with an Aumil for his Protection and Assistance, have put him in Con-

(a) Vide supra, Page 654.

(b) Vide Appendix, N° LVI.

finement, and not suffered him or his Officers to meddle with the Collections, until he has satisfied their exorbitant Demands. These united Causes have occasioned the Balances which have fallen so heavy on the Company's and Military Tuncaws, Causes which it has been impossible to obviate, these Tuncaws having been only partial Drafts on the Revenues of particular Provinces, where the Vizier's Authority remained in full Force, and where the Resident had no Troops to oppose the Nabob's lawless Rabble. I have been continually representing to his Excellency the Impossibility of the Company's and Military Tuncaws being realized, while he continued granting others exceeding the Revenues of the Provinces. My Remonstrances have however proved ineffectual, and I had no Authority over his Aumils in Opposition to his, the Evil has continued encreasing instead of diminishing. Plunged irretrievably, as the Nabob is, in Idleness, Extravagance, and Luxury, it is vain to expect that he should act, or indeed be able to act, another Year in a Manner less injurious to the realizing of the English Tuncaws, unless I am empowered by the Honble. Board to demand from his Excellency the exclusive Assignments of the whole Revenues of certain Provinces to an Amount equal to the Demands upon him, with an express Stipulation that the Rents shall be wholly paid into my Hands, without any Interference on the Part of his Excellency's Government; so that it shall by no Means be allowable to dismiss the Aumils on whom such Assignments are given, unless on a Representation from me that they have failed in their Payments, or that, from their Conduct, I have Reason to apprehend such Failure; also that the Troops stationed for the Service of the Collections shall by no Means be changed but at my Instance, in consequence of any Complaints from the Aumil of their Misbehaviour. If the Honble. Board think proper to authorize me to make the above Demands from his Excellency, I think I may venture to assure them that whatever may be due on the Honble. Company's and the Military Account at the Close of this Year, may be very nearly, if not wholly, realized in the Course of next Year; especially if the Honble. Board should also judge proper to authorize me to demand from His Excellency, that only such Troops as may really assist the Collections be stationed in the Provinces assigned me, to the Exclusion of Cavalry, which is not only an useless Establishment, but a most pernicious Charge on the Country. (a)

(At the End of the Letter)

" Lucknow,
the 26th June 1777.

(Signed)

" Nathaniel Middleton."

Read, from the same Book, the following Letter from Mr. Middleton to the Board, dated the 9th of May 1777.

" To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" In my Address of the 9th of February, I informed the Honble. Board of the Designs which I was pretty confidently assured were entertained by Imaum Buxh and his Associates, against the Life of the Minister Mirza Hussein Reza and his Naib Hyder Beg Cawn; and that to overthrow any encouraging Hopes they might entertain of such a Piece of Villainy being approved of by the Vizier, or over-looked by the English, I had induced his Excellency to afford the Ministers new and public Testimonials of his continuing Favour. I have Reason to think the above Measure operated so far as for a Time to make the Party drop the infamous Designs they then had in Agitation; and this I am led to suppose, from the Rumours, which were before universal, entirely subsiding. Since that Time however, and during the Nabob's Absence on his hunting Expedition, Imaum Bux, finding every Opportunity he could wish to ingratiate himself with his Excellency, to misrepresent every Act of the Ministers who remained with me at Lucknow, to shew his own Influence to those about the Court, and practise unthwarted every Species of Cabal and Intrigue, and being probably egged on by disaffected Men, more artful, and equally daring with himself, resumed his Intentions of removing the only People whom he considered as Obstacles to his having the entire Administration of the Vizier's Affairs. Consultations are said to have been frequently held about the Time and Manner at and in which this Design was to be executed. Certain it is, however, that he endeavoured to thwart every Act of the Ministry, that he studiously courted every Opportunity of appearing the only Channel to the Nabob's Ear—that he persuaded his Excellency to deprive the Minister, through his Agent, of the Privilege peculiarly annexed to his Office, that of receiving and communicating the Intelligence collected by the Dawke and Hircarrah Darogha Row Kauffee Rajee, and that he sounded all the Dispositions of all the Courtiers of Consequence towards him, throwing out Hints of various Kinds, at different Times, all tending to convince them, that in a very short Time he should have a much larger Share of Administration than he then possessed: At one Time particularly, I believe he gave it out that the Vizier had agreed, when the Bundburst of the new Year came to be made, the Disposal of Half the Country should rest with him (Imaum Buxh). There is, however, another Anecdote of him during this Period, too well authenticated by the Credibility of those who were Ear Witnesses to

(a) Vide Appendix, N° CCCXLV.

the Circumstance, to admit of a Doubt that his Designs comprehended the Assassination of the Ministers. In a mixed Company of the Courtiers, One Day riding out, he addressed himself to One of them, whom he wished to bring over to his Views; and after a Conversation, plainly pointing out the Ministers, for I am not certain whether he mentioned their Names, he observed that it was but a Piece of Prudence to kill one's Enemies, and thereby, as the only Way, put it out of their Power to do Mischief. The Reply made to him was, 'That if he meant an open Attack as a Soldier at the Head of his Troops, against an armed Enemy, the Sentiment was not unexceptionable; but if he meant a private Attack upon his Life, it was an Idea unworthy any generous Mind.' He replied, 'No, no; it is but Prudence to put an Enemy to Death when and how you can.' Here the Conversation, which would doubtless have been more circumstantial and explicit (had Imaum Buxh's Declaration met with a more favourable Reception) dropped. The Ministers, alarmed at these Informations, and still more so by the Alteration they observed in the Nabob Vizier's Behaviour to them since he had left Lucknow, and Imaum Buxh had had sole Possession of his Ear, came to me, and mentioned what I have now recited; which had indeed come to my Hearing in pretty nearly the same Terms from various Quarters: And I found it was a Matter universally believed, and generally talked of through the whole Country, that Imaum Buxh was to be Prime Minister, and that those now in Power were to fall a previous Sacrifice to his Views. Convinced of the Necessity of addressing the Nabob immediately on this Head, I took the earliest Opportunity of mentioning what I had heard, and what I believed was in Agitation; but those who had given me my Information having, through Fear of the Nabob's un placable Resentment for a Communication injurious to so strong and blind an Attachment, made a Condition with me that I should not discover them as the Authors, I could only mention these as Matters of universal and public Report; and which, upon this Footing only, could not be without Foundation. At the first Mention of these Circumstances, his Excellency treated the Whole as Calumny and malicious Inventions of the Enemies of his Favourite. On my urging him warmly on this Head, and putting him in Mind of the fatal Accident which had happened in the Instance of Moctanul Dowla to him, as unforeseen as this would be should it happen, he declared his perfect Conviction that Imaum Buxh, whom he called a harmless inoffensive Boy, would never have harboured any Designs of this Nature; but that there possibly might be ill disposed People about him, endeavouring to poison his Mind, which might have occasioned these Rumours, and that he would enquire into the Matter. He often urged me, as he had also done the Ministers, to give up the Authors of the Intelligence; but tied down as I had been, and sensible of my own Inability to protect them against the Effects of Imaum Buxh's Resentment, I was obliged to make the same Reply as the Minister did, that I was not at Liberty to discover my Authors, and that there was little Necessity for it, as a very slight Enquiry among those who were with him on his Hunting Party, would convince him, that he was probably the only Person of his Camp to whom these Transactions had remained a Secret. The Vizier has enquired into the Matter, and there is too much Reason to suppose from the Sequel, that he has been convinced of the Guilt of his Favourite, to whom he is, however, too blindly attached not to endeavour to hide the Truth, as if demonstrated, he could not, with any Consistency, longer continue to him the Posts he holds, or any Degree of his Countenance. Two Days passed in close and repeated Consultations between his Excellency, Sollar Jung, Imaum Buxh, and various of his Courtiers; the Nature of which could not be ascertained, as the strictest Orders were given to prevent any Body from invading the Nabob's Privacy at these Times. During these Consultations, Kaushee Rajee, Currun Sing, Hubbeeb Beg, and some others, the immediate Dependants of Imaum Buxh, and deep in every * Plate and Consultation with him, were, I believe, certainly tampered with; and when Matters were settled, the Nabob, in his Durbar, called for Imaum Buxh, told him in publick what he had heard, acquainting him that he was certain of his having disaffected Men about him, who endeavoured to warp his Mind, and lead him from his Duty; that his pardoning the Fault he had committed in giving Ear to any such evil Suggestions, depend on his naming his Advisers, when he might be lure of his Pardon, and continued Favour, as the Event of his concealing them, he should incur his highest Displeasure. He then named Kaushee Rajee, and Currun Sing, who were sent for, and Imaum Buxh declared before them, that they had by every Suggestion endeavoured to make him look on the Ministers as his Enemies, and as People whom he should endeavour to overthrow by every possible Means; and that so far from listening to their Suggestions, he always declared, 'That he was satisfied in every Respect with the Ministers; that were it otherwise, One or Two of his People were sufficient to remove them.' This was all the Scrutiny that passed relative to any Designs or Advices importing any Attack on the Lives of the Ministers; resting the Matter on the Deposition of the real criminal Imaum Buxh, who thus declared his own entire Innocence. The Nabob, without hearing Kaushee Rajee, or Currun Sing, in Reply, or questioning them at all, ordered them both to be banished his Dominions, with their Families, in the Instant, and the Charge of the Daukes to be as instantly delivered over to Poorun Chund. So extraordinary an Examination, in which his Excellency plainly discovered that nothing could be farther from his Heart, than to bring the Truth, as far as respected his Favourite, to Light, in which he had even paid no Respect to Appearances, by an Investigation which Kaushee Rajee and Currun Sing might have been prepared for by Threats and promised Indulgencies, so as to have uttered nothing which might tend to prove the Favourite's Guilt, and above all, the Hurry with which these

People were banished the Kingdom, inclines me to suspect these Proceedings, and in Particular the latter Order, were meant to put a Discovery of the real Truth out of the Reach of Possibility, and convicted me, could I have had any Doubts before, not only that the Favourite was guilty of what was laid to his Charge, but that the Nabob also was confirmed in this Belief, and chose to sacrifice every Thing to the Security of his Favourite. As this Matter appeared too important to be thus passed over, and a Victory of this Kind might even encourage Imaum Buxh to persist in his infamous Designs, I sent to his Excellency, acquainting him, that I was informed he examined Kaushee Rajee, and Currum Sing, and that their Guilt having been proved, he had ordered them into Banishment. That as it was well known there were many others concerned, I must beg that he would for a few Days defer the Banishment of these People, as from their Depositions probably all their Accomplices might be discovered; that as it was of the utmost Moment they should not be suffered to escape, and as his Troops, who were under Imaum Buxh, might favour such an Attempt, for various Reasons, I requested that he would order them into the Confinement of his own Body Guard.—His Excellency returned me for Answer, that he thought it not necessary to put any Guard over them; that their Guilt had been proved; and that he had ordered them into Banishment, which he judged a proper Punishment for the Crime proved on them, and on them alone. After repeated Messages, which passed between us from Nine o'Clock at Night till Three o'Clock in the Morning, Hours at which I judged it improper to break in upon his Privacy myself, his Excellency reluctantly consented to have these People confined, and sent them to me to keep in Custody. This happened the Night before last, since which I have not been able to get any Confession from Kaushee Rajee, except that what Imaum Buxh laid to his Charge was an entire and absolute Falshood; nor from Curram Sing, who even protests that until he came to me he was entirely ignorant of what was laid to his Charge, or what was his supposed Crime. I wish I may be able to extract any Thing more satisfactory from these People or others; but I own I have my Fears of getting sufficient Authorities to produce before his Excellency, since he has convinced the World, by the whole Course of his Proceedings in this Matter, of his Resolution to protect and extricate his Favorite; and therefore every Man, who is at all dependant upon his Authority, will be afraid of incurring his Displeasure, by uttering Truths he would wish to remain concealed. Should any Thing further relative to the Designs of Imaum Buxh transpire, I shall duly inform the Honble. Board; in the mean Time, I hope to be favoured with their Sentiments, that I may be satisfied how far the Honble. Board may be pleased to approve my Conduct in this Instance, and in what Manner they would wish me to act on any future Occasion of a similar Nature. I am particularly anxious to be ascertained on these Two Points, from a Conviction that Imaum Buxh's Designs will be little discouraged from the Checks he has just now received.

" I have the Honour to be, &c.

“ Lucknow,
the 9th of May 1777.

(Signed) Nath. Middleton."

Read, from the same Book, the following Letter from Mr. Middleton to the Board, dated the 6th June 1777.

“ To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council at Fort William.

“ Honble. Sir and Sirs,

“ It is with the truest Satisfaction I now acquaint the Honble. Board, that the Nabob has been pleased to dismiss Imaum Buxh from all the Offices he held, and to banish him his Dominions. It is not easy to assign the Cause of so sudden and so total a Change in his Excellency's Conduct, towards a Man who but the Day before possessed his unbounded Confidence, and was entrusted with the uncontroled Exercise of his whole Authority: And I beg Leave to assure the Honble. Board, I shall leave no Means untried to penetrate the real Motives of this unaccountable Manoeuvre, and duly inform them of the Result of my Enquiry. I have, in my former Letters to the Board, enlarged upon the Character and Conduct of this Favourite, and I have frequently remonstrated to the Nabob* against his licentious Proceedings, but without Effect. His Excellency's general Reply to all my Representations was, that the Enemies of Imaum Buxh had prejudiced me against him—that he was a weak inoffensive Boy, innocent of the many Charges which had been alledged against him, and by no Means deserving of my Resentment. I had, however, so many Proofs of the Malignity of his Disposition, of his low Ambition, and of his entertaining Designs against the Life of the Ministers, that I thought it my Duty to mark, by every public Testimony in my Power, my Disapprobation and Abhorrence of his Conduct. I accordingly forbade his coming to me, in common with the Nabob's other Courtiers and Dependants, upon Visits of Ceremony; and acquainting his Excellency, at the same Time, with my Reasons for this Prohibition, I desired he would never employ him either personally or otherwise, as an Agent in any of his Transactions with me, for that I thought it incompatible with the public Character in which I appeared at his Court, and with what I considered due to my private one, to admit a Man of so mean and detestable a Character into my Presence, or to any Kind of Communication with me.

His Excellency made many Attempts to prevail upon me to withdraw this Prohibition, but I never would yield my Consent; and I have Reason to believe this Treatment, and my frequent Remonstrances to the Nabob, imposed some, though a very insufficient, Restraint upon his Conduct. I confess, however, I was to the last apprehensive for the Safety of the Minister, and I am persuaded, that nothing but the Conviction Imaum Buxh had, that the whole Army, and every Man about the Court, a very few of his own Creatures only excepted, detested his Character, and would have been shocked at the Idea of any Violence to the Minister, whose Character is as respectable as his was infamous, prevented his attempting to carry into Execution what he had more than once had in Agitation.

" Lucknow,
the 6th June 1777.

" I have the Honour to be, &c.
(Signed) " Nathaniel Middleton."

Read, from the same Book, the following Extract of a Letter from Mr. Middleton to the Board, dated the 27th June 1777.

" To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" I am now to acknowledge the Receipt of the Honble. Board's Letter of the 26th of May, with a Translation of an Address from the Governor General to the Vizier, the Original whereof was forwarded to me by the Persian Translator.

" The Subject of this Address affording me a favourable Opportunity of pointing out to the Vizier the many Evils which, notwithstanding the Removal of Imaum Buxh, still exist in the Government, and the Measures which appeared to me necessary to a Reform, I thought it highly expedient to embrace such an Occasion; and that I might omit nothing which could tend to convince his Excellency of the Dangers to which he was exposing himself, by so injudicious a Selection of Men to fill the Offices of his State, and impress the more strongly on his Mind the Necessity of an immediate Reform, I had previously prepared a Representation in Writing, which, after delivering the Governor General's Letter, and enlarging a little upon the Grounds of it, I presented to him; and have now the Pleasure to enclose the Honble. Board a Translation of it for their Information: I have the most sanguine Hopes that the Governor General's Letter, enforced by my personal Representations, will be productive of salutary Effects; and I shall be happy to find my Conduct in this Instance meets with the Approbation of the Honble. Board. The Nabob expressed on this Occasion the fullest Confidence in the Honour and Integrity of his Minister, Houssein Reza Cawn, assuring me that he had committed the entire Government of his Household and Country into his Hands, and that he would in no Instance suffer any other Authority to be brought in Competition with his. So strong, however, is his Attachment to his Favourites, and so powerful is their Ascendancy over him, that I do not expect the Minister will venture, of his own Accord, to make any spirited Efforts to destroy the pernicious Influence they at present have in the Country; it will nevertheless occur to the Honble. Board, upon a Review of the Characters and Dispositions of the Men who now comprize his Excellency's Favourites, Men of mean Extraction, raised from the most menial Occupations, and totally void of Education and every Requisite to qualify them for Men of Business, that such a Step is indispensable * necessary to a Reform in the Administration of this Government. It is indeed true that the Removal of Imaum Buxh from his Excellency's Presence has entirely put a Stop to those Cabals and Machinations which were perpetually forming against the Minister, and left him perfectly at Rest as to his personal Security: But to give his Administration its full Effect, and to establish his Authority throughout the Country, the Rest of the Favourites should be deprived of the Share they hold in the Civil Government of the Country, and if possible of their Military Commands;—from the former they derive an Influence which the Ministry cannot effectually controul, and the latter must even make it their Interest to oppose any Attempts at a Reduction of Expence in the Department where it is most required. As his Excellency promised to give me his Sentiments at large on all these Points at a future Interview, I shall again renew the Subject in my Correspondence with the Honble. Board. (a)

" Lucknow,
the 27th June 1777.

(At the End)
(Signed) " Nath. Middleton."

Read, from the same Book, the following Letter from Mr. Middleton to the Board, dated the 25th July 1777.

" To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council at Fort William.

" Honble. Sir and Sirs,

" I had the Honour to address the Board under Date the 27th June, acquainting them of my having delivered to the Vizier the Governor General's Letter, on the Subject of the Abuses in the

Administration of the Affairs of this Government; and at the same Time enclosing them a Translation of the Representation which I made to his Excellency on that Occasion. I have since renewed the Subject in repeated Conversations with the Nabob, and have the Pleasure to acquaint the Honble. Board, that his Excellency has at Length consented to issue Perwannahs to all the Aumils and Officers of his Government, signifying his having invested Husein Reza Cawn with full Authority as Naib, to make and regulate the Settlement of the Country, and requiring them to consider Husein Reza Cawn's Orders in every Respect as his own, under Pain of his highest Displeasure, and the severest Punishment in case of Disobedience. He is in consequence immediately to receive a Khelaut, in Token of such Power having been delegated to him; and Hyder Beg Cawn is to have the same Mark of Favour conferred upon him, in Testimony of his Excellency's Approbation of him as Naib to Husein Reza Cawn. It is necessary, however, I should acquaint the Honble. Board, that this Delegation of Authority has not been made without Exceptions which will in some Measure obstruct the Minister's Endeavours to introduce a general Reform. His Excellency insists, in Spite of every Persuasion and Argument I could urge against it, that the Province of Beiswarrah, formerly yielding a Revenue of 15 Lacks, shall be continued under the Management of his Favourite Rajah Bowanny Sing, who held it last Year, who turned out and expelled the Zemindar, though one of the oldest and most reputable in the Nabob's Dominions, and who has in fact, by a corrupt and imprudent Discharge of his Trust, nearly ruined that once flourishing Province. The Pretence on which his Excellency grounds this partial Distinction in Favour of Rajah Bowanny Sing is, that the Revenues of Beiswarrah have always been delegated to the private Expence of his Household, and that it is therefore but reasonable his private Pleasure alone should regulate the Disposal of them. His Excellency persists, with equal Positiveness, in refusing to give the Minister that Controul over his Army, which is necessary to enable him to reduce the enormous Expence of that Establishment, declaring that he can never willingly consent to his Troops being made subject to any Orders, but such as issue immediately from himself; but with Respect to the Expence, he has ordered an exact Estimate of the present Military Establishment to be laid before him, which he assures me he will himself carefully revise, and reform such Troops as shall appear to him superfluous, or beyond his Finances to support. I confess, however, I have but very faint Hopes that his Excellency will give that Attention to this Object which it requires, or if he should, that he will, of his own Accord, make any Reductions; it may therefore be necessary to resume this Subject at some future Period. In the mean Time, as the Settlement of the Country, and placing the Management of the Revenues in reputable Hands, appeared to me an Object of the first and most immediate Concern, I have hitherto thought it best to confine myself solely to that Object, which once effected in such a Manner as may secure the Revenues, and guard against those Abuses which have so long existed in this Government, to the great Injury of his Excellency, and the Honble. Company's Claims, I shall give equal Attention to the necessary Reform in his Excellency's Expences, and every other Point recommended in the Governor General's Letter, and I doubt not, but by repeated Representation, I shall be able to impress upon his Excellency's Mind, the Necessity of the Reform which has been recommended to him.

" I have the Pleasure to enclose you a Copy of the circular Perwannah, which has been issued to all the Aumils respecting Husein Reza Cawn, and have forwarded by this Dawke his Excellency's Answer to the Governor General's Letter on the above Subject.

" Lucknow,
the 25th July 1777.

" I have the Honour to be, &c.
(Signed) " Nath. Middleton."

Read, from the same Book, the following Letter from Mr. Middleton to the Board, dated October 6, 1777.

" To the Honourable Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council, at Fort William.

" Honble. Sir and Sirs,

" The many striking Inconveniencies which result to the Vizier's Government for the Want of his Authority being firmly established throughout the Doaub, and the Impossibility of introducing perfect Order and Subordination in a Country filled with Zemindars, who consider themselves in a great Measure independent, while the Means of Opposition are continued in their Hands, induce me to recommend to the serious Consideration of the Honble. Board, the Renewal of the Service Colonel Goddard was last Year employed upon, under such Limitations and Restrictions as they may think expedient. These Countries, from the Decline of the Mogul Empire, to the Period of their being annexed to the Vizier's Dominions, have been a Theatre of continual Wars. During that Interval, they were not only subject, on all Sides, to the Incursions of rapacious Invaders, but to the Ravages of their own numerous Rulers, who were perpetually at Variance, and mutually exercising every Species of Cruelty and Oppression upon the Adherents of each other. In this State of Anarchy and Confusion, every Man of Property or not in the Country thought it necessary to erect some Kind of Defence for the Security of his Family and Effects against the Attacks of his Neighbours, and in Proportion as he became formidable to them, he adopted

adopted Principles of Independency, which have been transmitted from Father to Son, until the Idea of Subjection to any Superior has been almost totally lost.—Hence it has happened that the Provinces of Korah and the Doaub abound in innumerable Forts, which, although not capable of standing a regular Siege, were yet a sufficient Defence against the Attacks of a fugitive Banditti, which entered the Country with no other View, but to plunder and destroy, and are now, as Experience daily evinces, formidable enough to resist the Authority of the Aumil.—The late Vizier, convinced of the Impossibility of establishing any regular Government in these Countries, while so many Bars of his Authority were suffered to exist, raised several of these Forts in the Korah Province; and, I am informed, was determined to have done the same in the Doaub; but the Rohilla Campaign, which immediately succeeded his Conquest of that Country, obliged him to suspend his Intention. I agree with the Honble. Board, that it would be extremely impolitick to destroy the Defences of a Country, admitting them really to be such; but, guarded as these Provinces are by the Rivers, I humbly conceive these Forts in general, were they even in the Hands of Government, would not be considered as any actual Defence to the Country, and that the wisest System the Vizier could pursue for his own Security would be to improve the natural Strength of his Boundary, which might be done, and at no very heavy Expence, by erecting a few strong Mud Forts in proper Situations upon the Banks of the Jumma, and garrisoning them with small Parties of regular Troops; by which Means an Enemy from the Quarter it would seem his Excellency has most to dread it, might be awed, and perhaps successfully opposed, in any hostile Attempt upon the Doaub. But the strong Holds in the internal Parts of the Country, as they are now circumstanced, instead of being any real Security to the Vizier's Government in case of an Invasion, might, with great Propriety, be considered as ~~so many Resources in the Hands of the~~ Enemy; for many of the opulent Zemindars who possess Forts in this Country, exclusive of the natural Ties of Religion, have also Dependancies and even Family Connections with the Mah-rattas and the other neighbouring Powers to the westward of the Jumma, which would probably make them secretly encourage and assist, if not openly join them, in any Attempt to subvert the Vizier's Authority. Independent therefore of any Considerations of immediate Improvement to the Revenue, it certainly behoves his Excellency to guard as much as possible against a Species of Treachery which might at some Time or other endanger even his very Existence; and this I apprehend can only be done effectually, either by demolishing the Forts altogether, or by garrisoning such as may be thought of Consequence with his Excellency's own Troops. The latter Expedient would obviate any Dangers of the Nature I have mentioned, and be equally effectual in establishing the Vizier's Authority throughout the Country, but it would oblige him to maintain a larger Military Establishment than he would otherwise have Occasion for; which, in the present embarrassed State of his Finances, is a Consideration to be attended to. With respect to the Zemindars themselves, it would make no essential Difference which Alternative was adopted, as I apprehend they would just as soon suffer the Forts to be destroyed, as consent to their being garrisoned by any Troops but their own; since the one, as effectually as the other, would prove fatal to their Views of Independency. In either Case actual Force will be necessary, though I should hope that vigorous Measures, and a few severe Examples of the most refractory of them, would shew the Rest that Opposition were vain, and induce them to surrender their Forts without Resistance. Certain, however, I am, that while they are permitted to retain them on their present Footing, they will prove an insuperable Obstacle to the Establishment of the Vizier's Authority; and consequently, to the Exaction of the legal Dues of his Government. I humbly submit these Considerations to the Judgement of the Honble. Board, requesting to be favoured with their Sentiments and Instructions as soon as may be, as the proper Season for Field Service is now opening; and if the Board approve of the Plan I have recommended, the sooner it is carried into Execution the better, in order that the Service may be accomplished before the Expiration of the cold Months.

“ Lucknow,
the 6th October, 1777.

“ I have the Honour to be, &c.

(Signed)

“ Nath. Middleton.”

Read, from Book 590, already delivered in, the following Extract of a Consultation of the 3d November 1777, beginning at Page 925 of the same Book.

“ Fort William, the 3d November 1777.

“ At a Council; Present,

The Honourable Warren Hastings Esquire, Governor General, President;

Richard Barwell,

Philip Francis,

} Esquires.

“ Honble. Sir and Sirs,

“ I earnestly entreated him to peruse with Attention a Statement of his Affairs, to mark the enormous Sum which had been last year expended in Jaghyrs, Pensions, and Household Charges, and from that he would be convinced of the Impossibility of Hussein Reza Cawn, or any other Ministers, providing Funds for all the Exigencies of his Government.

“ After

" After much Persuasion, he consented to Hyder Beg Cawn's being called in, and a considerable Time was employed in reading and explaining the Accounts; but I am sorry to say, to very little Effect: For although His Excellency appeared clearly convinced of the Necessity of a Reform, and earnestly recommended one; yet would he not, on any Account, permit it to extend to the Jaghyrs, or Emoluments of his Favourites, or indeed to any of those Sources of Expence where there was the most Room for it. He distinguished by Name those Persons who were to retain Possession of their Jaghyrs and Immunities, and the Disbursements which the Ministers were not to interfere with. In this partial Distinction were included the Jaghyrs and Rofs-aulahs of all his Orderlies and other Favourites, without Exception, and all his civil Disbursements under the Denomination of Doab Charges: So that, in Fact, he left nothing for the Ministers to do; as every Reduction which could possibly be made in the Departments immediately under their Controul, had already taken Place; and the heavy Jaghyrs, excepting those to the Begum, the late Vizier's Family, the Son of Mocktar ul Dowla, and a few old Dependants, which he knew could not with Propriety be taken away, his Excellency had particularly stipulated for. (a)

(At the End of the Letter)

(Signed) " Nath. Middleton."

" Lucknow,
10th October 1777.

(And at the End of the Consultation)

" Warren Hastings,
Rich^d Barwell,
P. Francis."

Read, from Mr. Middleton's Letter Book E. already delivered in, the following Extract of a Letter from Mr. Middleton to Mr. Purling, dated the 5th November 1779.

" To Mr. Charles Purling, Resident at the Vizier's Court.

" Sir,

" The Rule I have in general observed in settling and realizing the Company's Tuncaws, is first to obtain from the respective Aumils, on whom the Assignments are given, Tammasooks and Kistbundeas for the Amount, and agreeable to these Documents, to make any Demands upon them. Half the Kist I have generally claimed on the 15th, and the Remainder at the Expiration of the Current Month; and for your Guidance, in Respect to the Powers and Authority the Honble. Board have thought * to allow the Resident for this particular Purpose, I beg Leave to refer you to their Letter of Instructions addressed to my Predecessor, under Date the 18th of September, and to subsequent Letters to myself. I would earnestly recommend to you in no Instance to relax in punctually demanding and exacting, by every Means in your Power, the Payment of the Kists as they become due, for the Nabob's Aumils in general pay little Regard to the Tenor of their Obligations, unless strictly watched and importuned; and his Excellency, however cautious he may be of openly encouraging them in their Attempts to withhold their Payments, will be but little disposed to punish them for it, while he can obtain for his own Purposes any Part of the Collections mortgaged to the Resident, which he frequently contrives to do, to the great Prejudice of the Company's Tuncaws. You cannot be too careful and circumspect to prevent the Nabob's encroaching on the Jaidaads assigned for the Company, which, unless opposed, he will constantly be endeavouring to do, in order to answer his own extravagant Purposes, or the Views of his Favourites, who not uncommonly prevail upon him to give them Tuncaws on Districts which have before been fully assessed for the Company, depending upon the Influence which they derive from their Ascendancy at the Court for the Recovery of them, in Preference to other Claims; a Practice of which I have frequently complained, but never was able entirely to prevent. The Mode prescribed by the Board for Receipts from the Nabob, is particularly explained in their Commands the 26th of August 1776.

* Sic in Orig.

" Lucknow,
the 5th Nov. 1779.

(At the End)

(Signed) " Nathaniel Middleton."

The Counsel for the Defendant informed the House, that having shewn the Description of Persons whose Influence the Defendant had endeavoured to counteract, they wished next to have proceeded to the Proof that the Two Ministers, Hussain Reza Khan and Hyder Beg Khan, were the only Two Persons fit to be selected to promote the English Interests in that Country; for which Purpose it was their Intention to have first read a Letter from the Resident to Lord Cornwallis on Occasion of the Death of One of those Persons, Hyder Beg Khan, who died in the Month of

(a) Vide Appendix, N^o CCCXLVII.

June 1792; but the Book which contained the Document in Question not being at Hand, they would, in the mean Time, compleat an Extract already given in Evidence by the Managers for the Commons, by reading the whole Letter from which the same was taken.

Read, from Book 82, already delivered in, the following Extract of an Appendix to a Consultation of the 12th June 1783, beginning at Page 149 of the same Book.

“ Appendix to Consultation 12th June 1783.

§ (“ To the Honourable Warren Hastings, Governor General, &c. &c.

“ Sir,

“ The very great Inconvenience, Loss, and Indignities to which the Vizier has long been subject, from the Authority and Dominion assumed and exercised by the Jagheerdars with the Support of armed Force, and the Impossibility of striking out any Medium by which these Evils could effectually be remedied, have induced his Excellency to resume all the Jagheer and Marofee Lands throughout his Country, promising to such Persons as have just or equitable Claims to his Bounty, or those guaranteed by the Company for the Amount of their Jagheers, Allowances in Ready Money equal to the Net Sum they shall appear to have annually realized from their Jagheers.”

§ [(a) “ This Measure, the Utility, and I may say the absolute Necessity, whereof will not be disputed by any one who has an Opportunity of observing the Conduct of the Jagheerdars in general, and particularly some whose Incomes enabled them to maintain Armies, not only superior to those of the Aumils of the Country, who should properly be a Check upon them, but even sufficient to resist the Force of the State itself, has met with violent Opposition from the Bhow Begum, who falls particularly under the last Description, and whose Power is rendered the more pernicious and dangerous, First, From its being wholly delegated to her Servants, who have their own Views of Ambition and Interest to answer; and in the next Place from the Reluctance with which the Ministers, and even the Nabob himself, interfere with any Concerns of the Begum.]

§ (“ From these Two Circumstances, strengthened by the immense Wealth in her Possession, also intrusted to her Two Chief Eunuchs, Bahar and Jowar Ally Cawn, and her unreasonable Expectations of Support from the English Government, of all which she and her Servants avail themselves to the utmost, she is become One of the most serious internal Evils that, among others, seems to bid fair to give great Disturbance to this Country.

“ The great Awe in which the Nabob, and of course every one under him, stands of her Displeasure, leaves without Bounds or Restraint the Effects of her uncommonly violent Temper. * Sic in Orig. Death and Destruction is the least * me Menace she denounces, upon the most trifling Opposition to her Caprice.

“ By her own Conduct, and that of all her Agents and Dependants during the Benares Troubles, it may, with Truth and Justice, be affirmed, she forfeited every Claim she had to the Protection of the English Government, as she evidently, and it is confidently said, avowedly espoused the Cause of Rajah Cheyt Sing, and united in the Idea and Plan of a general Extirpation of their Race and Power in Hindostan.

“ Her Agent at Taunda, who is the Cheyla and adopted Son of Bahr Ally Cawn, her principal Minister, treacherously turned his Guns upon Lieut. Gordon's Detachment, and was by that Gentleman's Account the sole Cause of the Loss of it. She gave every Encouragement in her Power to the Adherents of Cheyt Sing by her Agents; assisting them in raising Troops in the Town of Fyzabad; promised, and as is generally believed, actually advanced Money to the rebellious Rajahs of the Vizier's Country; raised Troops to support them, and issued Perwannahs for their Operations against the Forts garrisoned by the Nabob's Troops under the Command of British Officers; all which is fully stated in the Depositions made by Colonel Hannay and the Gentlemen of his Corps. Notwithstanding all these Facts, upon the general Resumption of the Jagheers I made the Rents of her Lands payable to me, under an Engagement of making the Amount good to her by such Installments as she might direct; in Return for which I have received Letters from her, containing the most gross Abuse, and the wildest Threats that can be transcribed, Copies of which I have the Honour to enclose.

“ Her chief Agent, Bahar Ally Cawn, has marched a considerable Force into Nabob Gunge, One of her Jagheers, declaring that if any Attempt is made to resume it, he will lay the whole Country of Goonda waste. These declared and repeated Acts of Rebellion are surely more than sufficient to forfeit all Claim whatever to the Interference in her Behalf from our Government; and if some Stop is not immediately put to it, it appears but too certain that she will

" light a Flame throughout these Provinces, which if not difficult to extinguish will at least put
 " a heavy Bar to the Company's Collections here. I cannot therefore avoid making these Re-
 " presentations to you, or doubt but you will approve of the Vizier's immediately taking those
 " Steps which may be necessary for effectually establishing his Government and Authority, and
 " depriving the Begum of those great Resources which she has shewn it would be extremely
 " impolitic and unsafe to trust longer in her Hands. On this Subject the Nabob has communi-
 " cated to me his Sentiments in a long Letter, Copy whereof I have the Honour to enclose you,
 " in which you will observe he signifies his Intention of prosecuting his legal Claims upon her
 " for the Public Treasure and Effects belonging to his Inheritance from his Father, which she
 " detains from him, and squanders in such destructive Purposes, while he is overwhelmed by
 " Public Debts, principally incurred by his Predecessor, and on Account of his Inability to dis-
 " charge which the Company have indispenably been driven to take upon themselves the Bur-
 " then of a large Military Establishment hitherto entertained for their Service at the Charge of
 " the Nabob.

" On this Head I think it unnecessary to offer any Remark, since a Reference to the established
 " Laws and Customs of the Country will sufficiently prove his Excellency's inherent Right to
 " claim the Property of his Predecessor.

" I must also take the Liberty to add my Opinion, that unless Fyzullah Cawn, remotely situated
 " as he is, out of Reach of Interruption, in the Centre of his own Tribe and Country, connec-
 " ted uninterruptedly with the other Two remaining Patan Powers, becomes included in this ge-
 " neral Reform of the Jagheer, or some effectual Check imposed upon him, the Whole may prove
 " abortive, while, if fully enforced, may save this Country, and with it possibly much of our
 " own Blood and Treasure.

" Lucknow,
 the 27th Dec. 1781.

" I have the Honour to be,
 &c. &c.
 (Signed) " Nathaniel Middleton,
 Resident at the Vizier's Court." (a) §

The Counsel for the Defendant informed the House, they should next produce an
 Order from the Board to Mr. Bristow, requiring him to send an Account of Money
 paid to the Begum, upon Account of Jaghires.

" Fort William, 21st October 1783.

" At a Council; Present,
 The Honble. Warren Hastings, Governor General, President;
 John Macpherson, }
 and } Esquires.
 John Stables, }
 Mr. Wheler absent up the Country.

Secret Dept.
 Tuesday.

Read the following Letter from Mr. Bristow.

" Honble. Sir, and Gentlemen,

" I have received your Commands of the 28th ultimo, and now transmit you a List of the
 Jaghyres resumed since the Agreement made by the Honble. the Governor General with his Excel-
 lency the Vizier, at Chunar, in September 1781, as furnished me by Hyder Beg Cawn. The List
 I had formerly the Honour to forward to your Honble. Board, was the Sum proposed to be allowed
 to the Proprietors in Lieu of the Income of their Jaghyres, and not the actual Amount. My
 ascertaining these Particulars has occasioned the Delay in my replying to your Orders.

" I have only to observe, in regard to the Situation of the Jaghyredars, that very few of them
 have received any Part of their Allowance; and they are all in Distress.

" Lucknow,
 25th September 1783.

" I have the Honour to be, &c.
 (Signed) " John Bristow,
 Resident at the Vizier's Court."

Mr. Bristow's,
 dated 25th
 September.

" Account of the Resumed Jaghyres in the Fussullee Year 1189.

The Nawab Salar Jung and his Sons	—	—	6,71,504	11	0
The Family and Sons of the late Mirza Ally Cawn	—	—	3,26,315	0	0
The Bhow Beagum	—	—	8,00,001	0	0
The Nawab Beagum	—	—	1,95,460	3	6
Shiraf Ally Cawn, Lulf Ally Cawn, and the Family of Bund Ally Cawn	—	—	34,801	7	0
Carry over	—	—	20,28,082	5	6

Enclosed in
 Mr. Bristow's
 Letter.

Brought over	—	—	20,28,082	5	6
Huffein Reza Cawn	—	—	13,000	0	0
Nawab Modar ul Dowlah	—	—	69,999	12	6
Imaum ul Deen Cawn	—	—	15,470	14	6
Khaim Cawn and Hingan Cawn	—	—	69,166	0	9
Rajah Tipper Chund	—	—	10,000	0	0
Holar Sing	—	—	57,566	0	0
Sobah Sing	—	—	54,298	9	0
Nuddee Sing	—	—	43,399	0	0
Mooty Sing	—	—	36,500	0	0
Newar Sing	—	—	35,000	0	0
Rowanny Sing	—	—	39,001	0	0
Mirza Ruftum Ally	—	—	6,961	0	0
Bur Ear Sing	—	—	9,741	9	0
Mohun Sing	—	—	7,381	0	0
Behadre Sing	—	—	7,165	0	0
Mahommed Ghofe	—	—	6,000	0	0
Gholaum Cawn	—	—	6,000	0	0
Umber Ally Cawn	—	—	34,817	0	0
Auffrein Ally Cawn	—	—	40,000	0	0
Khosh Nuzzer Ally Cawn	—	—	12,501	0	0
Eofuph Ally Cawn	—	—	12,533	14	6
Buffunt Ally Cawn	—	—	3,825	13	0
Almafs Ally Cawn	—	—	30,000	0	0
Mahommed Wudgee	—	—	600	0	0
Meer Umjud	—	—	8,051	0	0
Mahommed Shuffy	—	—	670	14	0
Seyf Ulla	—	—	5,954	5	6
Ally Achbur Beg	—	—	10,273	0	0
Mahommed Tazil	—	—	301	0	0
Mahommed Ear Cawn	—	—	4,376	0	0
Hubbee Beg	—	—	12,000	0	0
Bhamut Ulla	—	—	5,273	0	0
Salaun Ulla Cawn	—	—	7,173	1	0
Nader Huffun Cawn	—	—	7,031	0	0
Meer Zeeh ul Deen	—	—	5,758	8	6
Mungoo Beg	—	—	9,670	5	6
Buxhoo Nur	—	—	1,501	0	0
Mohim Gudjee	—	—	9,471	0	0
Meer Fazil Ally	—	—	11,037	0	0
Rajah Jao Loll	—	—	41,942	8	0
Meer Mahooah	—	—	1,211	0	0
Hickmut Huffum Cawn	—	—	4,906	1	0
Sufder Ally Cawn	—	—	2,400	0	0
Modd Buck	—	—	450	0	0
Meer Khys Ulla	—	—	13,000	0	0
Mirza Ruffee Soudah	—	—	2,370	0	0
Moonshy Basset	—	—	425	0	0
Rajah Ruffum Sing	—	—	16,500	0	0
Roy Wholafs Roy	—	—	11,500	0	0
Khaujah Neamut Ulla	—	—	4,031	0	0
Huffun Ally and Bauker Ally	—	—	2,263	0	0
Mahommed Suddeah	—	—	14,000	0	0
Mahommed Ally	—	—	2,134	0	0
Ruddie Mun Shookul	—	—	13,202	0	0
Mahommed Neer	—	—	12,669	12	0
Turhaud Ally Cawn	—	—	7,082	4	0
Mirza Huffein	—	—	14,130	11	0
Mahommed Saud Cawn	—	—	4,015	0	0
Jaghyre Lutafut Ally Cawn	—	—	1,15,805	12	0
Jaghyre Rajah Govend Ram	—	—	22,000	0	0
Rupees			30,53,590	1	3

“ Errors excepted.
(Signed)

“ John Bristow,
Resident at the Vizier's Court.”

“ Ordered,

" Ordered, That Mr. Bristow be directed to furnish the Board with a particular Account, specifying the Amount actually paid to the Begums at Fyzabad since the Resumption of the Jaghyres took Effect in the Year 1781, and the Amount actually due to them; and to inform the Board whether the Payments have been made to them through him.

(Signed at the End of the Consultation)

" Warren Hastings,
John Stables."

To shew that considerable Sums were paid by the Vizier for the Purpose of being paid over to the Jaghiredars, whose Jaghires were resumed,

Read, from Book 80, already delivered in, the following Extract of a Consultation of the 12th of May 1783, beginning at Page 661 of the same Book.

" Fort William, the 12th May 1783.

" At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler, } Esquires.
and }
John Macpherfon, }

" The Governor General lays before the Board the following Letter of Mr. Bristow to him, dated 12th December.

" To the Honourable Warren Hastings Esquire, Governor General.

" Honourable Sir,

" Hyder Beg Cawn confesses to me that Funds to the Amount of Forty-nine Lacks of Rupees were last Year appropriated to the Vizier's Expences. From this Sum he was to defray not only the Charge of his Household, but the Pensions of the Tuncawdars and Jagheerdars, whose Jagheers were resumed. The Nature of the Disbursements you will understand from the State-ments. (a)

(At the End of the Letter)

" Lucknow, the 12th December 1782.

(A true Copy) " E. Hay,

Acting Secretary to the Secret Department."

" John Bristow,
Resident at the Vizier's Court.

(And at the End of the Consultation)

" Warren Hastings,
Edward Wheler,
John Macpherfon."

Read, a further Extract from the same Consultation, and same Letter, beginning at Page 658 of the same Book, as follows.

" The Battalion at Fyzabad is recalled; and my Letter to the Board of the 1st instant has explained my Conduct to the Begum. The Letter I addressed her, a Translation of which I beg leave to enclose (N^o 2), was with a View of convincing her that you readily assented to her being freed from the Restraints which had been imposed upon her, and that your Acquiescence in her Sufferings was a Measure of Necessity, to which you were forced by her extraordinary Conduct. I wished to make it appear this was a Matter on which you directed me to consult the Vizier's Pleasure, that it might be known you were the Spring from whence she was restored to her Dignity and Consequence." (b)

Thirteenth
Head.
Begums.

(a) Vide Appendix, N^o LVIII.

(b) Vide Appendix, ibid.

Read, from Book 78, already delivered in, the following Extract of a Consultation of the 8th of January 1776, beginning at Page 581 of the same Book.

“ Fort William, 8th January 1776.

Secret Dept.
Monday.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Abstract of the Expences, and Number of Troops entertained by the Nabob Asfut ud Dowlah.

Names of the Corps.					Number of Troops.	Expences per Annum.
Sepoys	—	—	—	—	25,144	35,36,400
Matchlockmen	—	—	—	—	23,856	24,98,328
Cavalry	—	—	—	—	22,611	1,16,48,400
Hindoostan Foot	—	—	—	—	24,000	16,05,600
Artillery	—	—	—	—	552	4,416
Contingencies for Artillery, &c. about	—	—	—	—	—	5,50,000
Army Subsidy to the Company					96,163	1,98,43,144
Total Rupees					—	31,20,000
					—	2,29,63,144 (4)

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis.”

The Counsel for the Defendant stated, that the Managers for the Commons having given in Evidence (b) a Letter from the Begum addressed to Mr. Bristow, entered upon a Consultation of the 25th January 1776, they would next read the Opinions of the Board upon the same.

Read, from Book 101, already delivered in, the following Extract of a Consultation of the 25th of January 1776, beginning at Page 76 of the same Book.

“ Extract of a Consultation of the 25th January 1776.

“ Fort William, the 25th January 1776.

Secret Dept.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honourable George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ The Members of the Board having returned their Opinions on the last Letters, as follow, respecting the Begum, a Copy of it was accordingly sent a Number in the Packet by the Hillsborough.

(a) Vide Appendix, N^o CCCXLVIII.

(b) Vide supra, Page 444.

" I am of Opinion, that Mr. Bristow's Letter of the 3d January ought to be transmitted a separate Number in the Packet.

(Signed)

" J. C.
G M.
P. F."

" Mr. Bristow's Explanation of the Subject of the Begum's Complaints corresponds exactly with the Opinion I had formed of them upon the Receipt of her Letter, expressed in my Minute of the *
I think Mr. Bristow's Letter should by all Means go a Number in the present Packet, together with Translations of the Papers referred to in it. * Sic in Orig.

(Signed)

" P. F."

" Ordered, That a Copy of the Translation of the Begum's Letter be sent to the Court of Directors by the Secretary. (a)

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monlon."

Read, a further Extract from the same Consultation, beginning at Page 73 of the same Book, as follows.

" Contents of the Three Furd.

" Inventory of the Pieces of the Goods, viz.

" 1 Furd.	Broad Cloth	_____	_____	400,000	0 0
	Broad Cloth, Tents with Raaties, Thennauts, and Broad Cloth				
	Radus Turroshes, 2 Mufnuds, Broad Cloth Nungeras, and				
	4 White Pulta Pulte Seracches	_____	_____	20,000	0 0
	Linen Cloths	_____	_____	54,393	8 3
	35 Elephants, each at 3,000 Rupees	_____	_____	105,000	0 0
	176 Camels, each at 100 Rupees	_____	_____	17,600	0 0
" 2 Furd.	26 Ruths, 44 Chukras; viz. 4 for the Transportation of Boats, and				
	40 for that of Baggage, under Shabar Ally Cawn, for the Service of				
	the Army, 2 Ghambhals, and 2 Gubhuls.				
" 3 Furd.	Ruths, &c. belonging to the Government Household, under the				
	Charge of Joakin Ally Khan; viz.				
	22 Ruths, at 100 Rupees each.				
	44 Chukras, at 50 ditto.				
	50 Nagourhas, 150 ditto.				
	198 Bullocks of this Country, at 25 ditto.				
	5 War Ditto, 150 ditto.				
	4 Bullocks of this Country, 100 ditto.				
	13 Ditto, 400 ditto."				

" Copy of Mr. Bristow's Answer to the Begum.

" I have been honoured with your friendly Letter, accompanying an Inventory of Bullocks, &c. with their Prices, and understand the Contents. The Nabob consents to take the Ruths, Bullocks, Elephants, and Camels, at their real Value. I represented to the Nabob, and Mokter ul Dowlah, what you wrote me concerning the Broad Cloth, at the Price of 4 Lacks of Rupees. The Nabob replied, I have not received the Broad Cloth and Linens; such of those Articles as were out, her Highness carried within the Mohal. As the Nabob is desirous of paying your Highness the greatest Respect, and has agreed to take the Broad Cloth and Linens; if your Highness will deliver them, and let them be appraised by a creditable Ameen; Auka Heem has been here a long Time in Expectation of such Employ. Your Attendants, who related to you the Circumstance concerning the stopping your Provisions, were undoubtedly the Inventors of it themselves; it never proceeded from the Nabob, for he never acted in this Manner, and it is contrary to the Disposition, as well as to the Inclination, of the Nabob Azoph ul Dowlah. Some evil-disposed and malicious Persons have misrepresented Matters to your Highness, and sown the Seeds of Diffension. It is incumbent on your Highness to give no Heed to the Representations of insidious Men, but to regard the Advice of well-disposed Persons, and settle this Affair on an eligible Footing. With regard to what you write me, concerning the Compensation for the Houle at Garukpore, I shall undoubtedly take the necessary Measures in this Affair, if you com-

(a) Vide Appendix, N° XI.

ply with the Terms of the Consultation. It would not be proper or becoming, that your Highness should not give your Assent to my Representations, as, by denying it, Disgrace is brought on the English Chiefs. I have therefore given a full and particular Account of every Transaction to the Governor and Council, and whatever Directions I may receive from them, I shall carry into Execution. With respect to your Highness's Jaghiers, the Nabob agrees to one Method, which is, that you give them up entirely, and instead thereof, receive a Monthly Stipend, through the Channel of any Person you chuse to fix on; for the Nabob observed to me, that Two Rulers were too much for one Country. By this Proposal, the Nabob is desirous of promoting your Highness's Quiet, Tranquillity, and Satisfaction. The Nabob says, that in this Case, you will have no Vexation, and will constantly receive your Stipend without Trouble. (a)

Read, from Book 38, already delivered in, the following Extract of a Consultation of the 12th of August 1776, beginning at Page 490 of the same Book.

“ Fort William, the 12th August 1776.

Secret Dept.
Monday.

* Sic in Orig.

“ At a Council, Present,
The Honble. Warren Hastings, Governor General, Present*;
Lieutenant General John Clavering,
Richard Barwell,
Philip Francis.
Colonel Monson indisposed.

“ Statement made by the Begum of her Account with the Vizier.

Paid in Money and Jewels.			
In Gold Mohrs and Rupees	—	15,30,704	
Jewels	—	3,31,129	8
Gold Bullion	—	38,166	8
			19,00,000
Thirty-five Elephants	—	1,05,000	
One hundred and seventy-six Camels	—	17,600	
			1,22,600
Cloths of various kinds, Tents, &c.			
Broad Cloth	—	4,00,000	
Tents	—	20,000	8 3
Cloths	—	54,393	
			4,74,393 8 3
Hackeries, &c.	—	—	42,330
Revenues of Gorrockpoor	—	—	85,000
D ^r Vizier Gunge	—	5,000	
D ^r Imrerel Gung	—	4,000	9,000
		Total paid	26,33,323 8 3
		Balance due	3,66,676 7 9

Amount agreed to by the Treaty 30,00,000

“ Statement made by the Vizier of his Accounts with the Begum.

Received in Money and Jewels.			
Gold Mohrs	—	2,15,343	3 6
Rupees	—	13,53,527	4 6
Jewels	—	3,31,129	8 0
			19,00,000
Thirty-five Elephants	—	1,05,000	
One hundred and seventy-one Camels	—	17,100	
			1,22,000
Hackeries, &c.	—	—	13,934
		Total received	20,36,034
		Balance due	9,63,966
		Amount agreed to by Treaty	30,00,000

(a) Vide Appendix, N^o XI.

(2077)

The Vizier claimed	—	9,63,966 0 4
The Begum admitted	—	3,66,676 7 9
Difference	—	<u>5,97,289 8 3</u>

“ Fyzabad, the 17th July 1776.

“ Errors excepted.

(Signed) “ John Bristow,
“ Resident at the Vizier's Court. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Rich. Barwell,
P. Francis.”

Read, from Book 83, already delivered in, the following Extract of a Consultation of the 5th February 1782, beginning at Page 274 of the same Book.

“ Fort William, 5th February, 1782.

“ At a Council; Present,
The Honourable Warren Hastings, Governor General, who being returned to the Presidency takes his Seat at the Board.

Edward Wheler, }
and } Esquires.
John M^rPherson, }

Sir Eyre Coote on Service in the Carnatic.

Secret Dept.
Tuesday.

(b) “ The following Letter from the Governor General, received on the 2d instant, is now recorded :

“ Gentlemen,

“ 3dly. The Engagements concluded on the 19th September with the Nabob of Oude, I did hope, that on his Return to his Capital, which I had urged for that Purpose, he would immediately have entered upon the Execution of the Measures necessary for the Accomplishment of the Plan which we had mutually agreed upon, and particularly the Resumption of the Jagheers; an Act equally necessary to the Restoration of the Peace of his Country, and to the Discharge of his Debt to the Company.

“ After having long waited with much Impatience for this Effect, I was apprised by the Resident's Letters, that the Nabob, from what Cause I know not, had shewn a great Reluctance to enter on this Business, notwithstanding the Warmth with which he himself originally solicited my Acquiescence in it; that he at length did resolve to carry it into Execution, and accordingly appointed an Aumil to take Possession of the sequestered Jagheers; but that a powerful Opposition had been prepared by the Begums, which had obliged him to apply for the Assistance of our Troops; and that the Resident had accordingly written to Colonel Morgan to send a Regiment of Sepoys for that Service. As the Resident at the same Time expressed to me his Opinion, that a larger Force would be requisite to surmount the intended Opposition, I judged it improper to expose a Service of such Importance, either to the Hazard of a Defeat, or to the Chance of a Delay, and therefore immediately issued Orders, of which you have already been advised, for the March of Colonel Sir John Cumming, with his entire Detachment, for the Performance of it, advising the Resident of it. He in Reply expressed an Apprehension, that the Nabob Vizier would object to the Movement of so large a Force into the Heart of his Dominions, without what he would deem an adequate Occasion for it, and ascribe it to other Motives, which might be productive of Consequences hurtful to our Connection with him, and intreated that the Order might be revoked, assuring me, that there was no pressing Occasion for it.

“ I accordingly ordered it to be suspended. In the mean Time, as I had conceived some Alarm from the Delays and Difficulties which had attended this Business, which did not appear to me of a Nature susceptible of them, I wrote to the Resident, requesting him solemnly to declare to me whether, with the Powers with which he had been invested, he was competent to carry into Execution this and the other Measures directed in my Instructions; that if he were not, I would myself proceed to Lucknow, and afford the Nabob my personal Assistance for carrying them into Execution; but that if in his Answer he should assure me that he was capable of accomplishing this Service, I would leave the Charge and Responsibility of it to him, and depart for the

(a) Vide Appendix, N^o CCCLIX.

(b) Vide supra, Page 723.

Presidency. I wrote a Letter to the Nabob in similar Terms. I received the Resident's Answer on the 2d of January; it contained a Declaration that my Presence was in no Shape necessary in that Quarter, and that he was fully competent to undertake and to effect the Accomplishment of all the Measures required by my Instructions, and that he should immediately march with the Nabob to Fyzabad for the Purpose of enforcing his Claims on the Begums.

" On the Receipt of this Letter, concluding that the Nabob's Answer would be to the same Effect, and that I should be sufficiently warranted by them to leave the Business in their Hands, I prepared for my Departure, allowing a sufficient Time only for the Receipt of the Nabob's Letter, which I expected at the latest to receive on the 7th. On that Day I left Benaris, but proceeded only to a short Distance below the Town. At the same Time I caused an Intimation to be given to the Nabob, that although, to prevent a further Loss of Time, I had thought it proper to begin my Journey towards Bengal, yet I should proceed by short Stages, and suspend my final Resolution until I had received his Letter in answer to mine, still retaining the Resolution of conforming to the Contents of it. If these should require me to proceed to his Presence, according to the Tenor of the Proffer, and that if I did not receive it before my Arrival at Patna, I would wait for it there. It was not till my Arrival at Patna, which was on the 19th instant, that I did receive his Answer, a Translation of which shall accompany this. As it contained only a complimentary Invitation, accompanied with an Assurance similar to that given me by the Resident, in Relation to the impending Business, I considered it as intended to leave me the free Option either to accept of his Invitation on the Footing he had expressed it, or to return to the Presidency. After much Hesitation, and I will confess with some Reluctance, I have resolved on the latter. I dread the Imbecility and Irresolution which too much prevail in the Nabob's Council, and must influence in some Degree both the Conduct of the Resident and the Ministers; and I consider the impending Measure of too much Consequence to be exposed to the Risk of a Disappointment; yet the pressing Letters which I have written to the Nabob, the strong Injunctions which I have repeated to the Resident, and the positive Assurances which I have received from both, afford me every Reason to hope that they will be carried into Execution, without further Difficulty or Delay; and I am further confirmed in this Conclusion, by the subsequent Advices which I have received since my Departure: These amount to the following Substance—that the Nabob Vizier arrived at Fyzabad on the 8th, the Resident accompanying him; that on the 12th he found it necessary to employ a Military Force to take Possession of the Kellah, which was effected without any Effusion of Blood. The Two Eunuchs, Bahar and Jowarhur Ally Cawn, who were the prime Movers of the late Troubles, and the active Leaders of the present Opposition, were taken into Custody, and their Followers, amounting to about Three or Four Thousand armed Men, expelled from the Town and dispersed. I think it proper to transmit to you a Copy of the Resident's Letter, and to refer you to it for the Particulars of this Event.

" It may be necessary in this Place to inform you, that in Addition to the former Resolution of resuming the Begum's Jagheers, the Nabob had declared his Resolution of reclaiming all the Treasures of his Family, which were in their Possession, and to which, by the Mahometan Laws, he was entitled. This Resolution I have strenuously encouraged and supported, not so much for the Reasons assigned by the Nabob, as because I think it equally unjust and impolitic that they should be allowed to retain the Means of which they have already made so pernicious a Use, by exciting Disturbances in the Country, and a Revolt against the Nabob, their Sovereign. I am not sanguine in my Expectations of the Result of these Proceedings, but have required and received the Nabob's Promise that whatever Acquisitions shall be obtained from the Issue of them, it shall be primarily * applied to the Discharge of the Balance actually due from him to the Company.

* Sic in Orig.

" Notwithstanding the Resolution which I have taken to return to the Presidency, I yet foresee that many Events may happen which may again require my personal Attendance in this Quarter, but even these will require that I should first concert with you the Plan of my future Conduct respecting them. Though the Powers which I possess are ample and sufficient for every Purpose which may occur, yet as they were granted in a very different State of Affairs, it is become absolutely necessary that I should avail myself of a free and full Communication with you upon every probable Contingency, which may proceed from the Effects of the late Changes, before I can venture again if it shall be at all necessary to interfere with my own Authority, in any of the Affairs of this Quarter.

" I have made such a Provision for this Event that I shall at any Time have it in my Power to arrive at Lucknow within at least Three Weeks from my Departure from the Presidency, and there is little Cause to apprehend any material Change of Affairs in the short Interval which must necessarily precede my Arrival there.

* Sic in Orig.

" On the Ganges, near Sunagegunah,
January 23, 1782.

" I have the Honour * to be, &c.

(Signed) Warren Hastings." (a)

(Signed at the End of the Consultation)

" Warren Hastings,
Edward Wheler,
John Macpherson."

(a) Vide Appendix, N° LXXXI.

Read,

Read, from Book 81, already delivered in, the following Extract of a Consultation of the 28th July 1783, beginning at Page 56 of the same Book.

“ Fort William, 28th July 1783.

“ At a Council ; Present,
The Honourable Warren Hastings, Governor General, President;
Edward Wheler, } Esquires.
John Stables, }
Mr. Macpherson indisposed.

“ To the Honble. Warren Hastings, Governor General, &c. and Members of the Supreme Council at Fort William.

“ Honourable Sir, and Sirs,

“ In replying to my First Division of the Charge, Non-execution of the Treaty and Instructions that accompanied it, I shall best avoid Confusion, and shorten what I wish to urge, by taking up unitedly the Treaty and Instructions, and briefly stating in the opposite Column what was done upon them, premising to lead the Attention of the Board, that the grand Object was to liquidate the Nabob's Debt of accumulating Balance to the Company, which the Governor General's Recollection will confirm. To obtain this Liquidation, the Nabob was persuaded to agree to sundry Arrangements in his Government and Finance, without which it was deemed impracticable to provide adequate Resources to accomplish it within the Year 1189, which, although unexpressed, was understood to be the Period for the Attainment of this grand Object ; nor could it possibly be expected to take less, because the Regulations of a Land Revenue (other Resources there are not in Oude) can scarcely operate within the Period of a Year.

“ For a clear Understanding of my Conduct, it may not be unnecessary to advert to the Situation and Power of a Resident at the Court of Oude, that his Success or Failure in the Services expected from him, may be measured by the Means he shall appear to possess, the only just Criterion.

“ The Resident from his Appointment is the sole Agent from an Ally to the Court he resides in, with Two obvious and peculiar Lines of Duty—One is the political Correspondence for Information of our Government, and the Preservation of a good Understanding between the Allied Parties. In Addition to this, within these few Years, another Object of very material publick Concern has become an Appendage of his Office—the receiving the Current Claims and Balances due to the Company.

“ To effect this last Object, he is competent to no positive Act of his own Authority, but is limited to obtain what Success he may, from his Influence over the Nabob's Chief Minister.

“ The Current Annual Claims varied from 70 to 130 Lacks of Rupees, which the Revenues of the Country, as will appear by Reference to former Accounts never answered to, seldom yielding to the Resident's Treasury beyond from 60 to 80 Lacks, the Consequence of which was, that the Balance was annually accumulating, instead of decreasing, by the annual Receipts. (a)

(At the End)

“ Calcutta,
the 30th June 1783.

“ Nathaniel Middleton.”

(And at the End of the Consultation)

“ Warren Hastings,
John Macpherson,
John Stables.”

The Counsel for the Defendant informed the House, they should next read Two Letters, from the Nabob Vizier, touching the Seizing of the Treasures.

Read, from Book 82, already delivered in, the following Extract, from the Appendix to a Secret Consultation of the 12th June 1783, beginning at Page 170 of the same Book.

“ From the Nabob Vizier to the Resident.

“ I have received your Letter, covering Copies of Letters from my Mother to yourself—recapitulated * the Contents.—She says her Jagheers were not granted by me. At the Time of the late Nabob's Death, these Mahls were under the Charge of Jowaur Ally Khan, on the Footing of other Aumils, inasmuch that the Accounts, &c. were lodged in the Dewan's Office; these Accounts, as they were delivered into the Dewan's Office to the Date of the Nabob's Death, are forthcoming. After his Death, I, as a dutiful Son, made over these Mahls to her in Jagheer, that it could not be said I left my Mother unprovided. The Business and Mahls of the Khalla

(a) Vide Appendix, N° XLIII.

suffer considerably, and are much prejudiced by the Authority and Conduct of the Aumils of these Jagheers, Mahls, as also from the Insolence of the Household Khajahs; witness the Conduct of Bhar Ally Khan's Naibat Tondah. My Life, Estate, and Dominions originate from the Friendship of the English Government. Yet what Knavery have not these Household Khajahs been guilty of. As therefore it is not prudent that these Mahls should be continued in the Charge of my Mother, or Household Khajahs, I have appointed my own Aumils—receive the Amount arising from these Mahls, and pay it to my Mother, after deducting the Charges of Collections, &c. absolute Charges. I am ready to acquiesce in any Thing for my Mother. As for the other Parts of her Letters, I trust in God they are dictated by the Household Khajahs; and that I have not caused Shame to myself from my Conduct to God or my Mother. After the Death of my Father, whatever was due from him to the Company, also to the Troops, I took upon myself: but whatever Effects there were remained with my Mother. Some Time since she gave some Part to me, but it went no Way in the Discharge of the Claims of the Company or Troops. For these many Years I have endured much Inconvenience and Trouble for the Discharge of these; yet Half is not made good, and I am in daily Anxiety on this Account, from a Desire to discharge all just Dues to the Company. It is my Intention to proceed to Fyzabad in Ten Days, the Mohrum being over, when I mean to request of my Mother the Whole of my Father's Estate, to enable me to pay off all Debts to the Company. Agreeable to the Laws of God, all my Father's Effects are my Right, that I may make good all Claims on him. If my Mother, from Affection, consents, I shall be happy; if not, in whatever Manner she may render it, I shall pay it towards the Adjustment of the Balance due to the Company. With respect to the Household Khajahs, I shall confine and punish them, for the Knavery and Means they have used towards effecting a Breach between my Mother and myself. You will in Friendship cause this Letter to be translated into English, and send it immediately to the Governor, desiring him not to listen to any one, or what my Mother may write, neither adopt her Opinion, but direct me to receive Money from her, towards the Payment of the Company's Demands. I am ready to defray and allow her for her Expences—with respect to the Amount Collections of her Jagheers, after deducting all necessary Charges of Collection; you may receive and transmit it to her. (a)

Read, from Book 83, already delivered in, the following Extract of a Consultation of the 5th of February 1782, beginning at Page 284 of the same Book.

“ Fort William, 5th February 1782.”

Secret Dept.
Tuesday.

“ At a Council; Present,
The Honble. Warren Hastings Esquire, Governor General, who being returned to the Presidency, takes his Seat at the Board.

Edward Wheler, }
and } Esquires.
John Macpherson, }
Sir Eyre Coote on Service in the Carnatic.

“ From the Vizier to the Governor.

“ Your Letter of the 16th Mohurram arrived on the 25th of that Month. I am greatly obliged by your friendly Advice.

“ I have not, to my Knowledge, been deficient in any Thing; nor will I be deficient. Whatever I agree to do, and whatever Mr. Middleton shall advise, for the Advantage of my Affairs, I will do. I have, to confirm and encrease our Friendship, even done that which was not thought of or resolved on. You will be informed of the whole by the Letters of Mr. Middleton. I wish much to see you and Mrs. Hastings; and have come * to complain, that you have allowed so much Time to elapse at Benares, without coming here, notwithstanding I had requested you so to do, refusing to consider my House as yours, as is apparent from your not coming: I had Cause to complain of your Want of Friendship. (b)

(Signed at the End of the Consultation)

“ Warren Hastings,
Edward Wheler,
John Macpherson.”

(a) Vide Appendix, N° XXXVIII, Page 86.

(b) Vide Appendix, N° LXXXI.

Read, from Book 80, already delivered in, the following Extract of a Consultation of the 12th May 1783, beginning at Page 690 of the same Book.

" Fort William, the 12th of May 1783.

" At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and
John Macpherson, } Esquires.

" Honourable Sir,

" In Addition to what I have urged in my Address of this Date to the Board, I hope I shall meet with your Excuse for representing some further Circumstances relative to the Begum.

" I have experienced great Embarrassment in treating with her, for, as the Mother of the Vizier, the People look up to her with Respect; and any harsh Measures practised against Women of her high Rank create Discontent, and affect our national Character. Her Conduct in withholding his Excellency's Patrimony, and during the Troubles at Benares, justly lost her that Attention and Regard to which she would have been otherwise entitled: Still she is the Mother of the Prince of the Country; and the religious Prejudices of Mussulmen prevail too strongly in their Minds for them to forget her Situation. Superior Wisdom will guide your Measures, and I shall willingly execute every Order I may receive; but I think it my Duty, and a Tribute I owe to the Confidence you have placed in me, freely and candidly to offer my Sentiments on such Subjects, as, from a near View, may present Difficulties that would not occur to Persons at a Distance]

" I would recommend every persuasive Argument might be urged to the Begum to induce her to fulfil her Engagements. I would even endeavour to convince her, that it was intended to renew the Restraints upon her; but I really think it not advisable to carry them into Execution.

" I have the Honour to be, with the greatest Respect,

" Lucknow,
21st March 1783.

Honourable Sir,
Your most obedient humble Servant,

(Signed) " John Bristow,
Resident at the Vizier's Court (a)."
(A true Copy)
E. Hay,
A&S Sec^y to the Secret Dep^t.

(Signed at the End of the Consultation)

" Warren Hastings,
Edward Wheler,
John Macpherson."

To shew the Amount of the Jaghires held by the Begums,

Read, from Book 26, already delivered in, the following Extract of an Appendix to a Consultation of the 22d June 1780, beginning at Page 503 of the same Book.

" Appendix to Consultation the 22d June 1780.

(b) " Account Particulars of the Jagheers in the Vizier's Dominions, exclusive of the Maulgurry Lands.

Names of the Places granted as Jagheers.	Names of the Jagheerdars.	Time when granted.	Account Jumma of each Place.	Jumma of the Grant of each Jagheerdar.
Al ^y Gunge — — {	Nabob Sujah ul Dow-la's Mother — — {	Old Grant	90,000	1,91,222
ghouft — — {	Ditto — Ditto — {	Ditto —	92,000	
nnagur — — {	Ditto — Ditto — {	Ditto —	3,822	
Deband of Jaffier Jaur Cawn's } Jagheer — — }	Ditto — Ditto — {	Ditto —	5,400	
Joyyes, &c. — — {	Nabob Affoph ul Dow-la's Mother — — {	Ditto —	4,47,200	5,84,816" (c)
Tundah — — {	Ditto — Ditto — {	Ditto —	47,616	
Shudgar — — {	Ditto — Ditto — {	Ditto —	14,000	
Iimail Gunge — — {	Ditto — Ditto — {	Ditto —	10,000	
Benny Gunge — — {	Ditto — Ditto — {	Ditto —	6,000	
Nabob Gunge and Syher — — {	Ditto — Ditto — {	Ditto —	60,000	

(a) Vide Appendix, N^o LVIII.

(b) Vide supra, Page 482.

(c) Vide Appendix, N^o XX.

To shew the Amount of the Jaghires of the Begums at the Time of their being resumed,

Read, from Book 84, already delivered in, the following Extract of a Consultation of the 21st October 1783, beginning at Page 751 of the same Book.

“ Fort William, the 21st October 1783.

“ At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
John Macpherson, } Esquires.
and
John Stables, }
Mr. Wheler absent up the Country.

Enclosed in
Mr. Bristow's
Letter.

“ Account of the resumed Jaghires in the Fuffullee Year 1189 :

“ The Bhow Beagum 8,00,001 0 0

“ The Nawab Beagum 1,95,460 3 6.” (a)

(Signed at the End of the Consultation)

“ Warren Hastings.
John Stables.”

To prove, that Application was made by the Resident for the Women of the Khourd Mahal, to have some Money paid to them by the Vizier,

Read, from Book 86, already delivered in, the following Extract of a Consultation of the 11th August 1783, beginning at Page 126 of the same Book.

(No Presents.)

“ Copy of a Letter from Major Gilpin to Mr. John Bristow, Resident at the Vizier's Court, dated Fyzabad, 15th November 1782.

* The Resident applied to the Minister to furnish the Khord Mehul with the Amount of the Allowances granted for its Support, and for the Port was accordingly paid.

“ The repeated Cries of the Women of the Khord Mehul Zenanah for Subsistence, has been truly melancholy.

“ They beg most piteously for Liberty, that they may earn their daily Bread by laborious Servitude, or be relieved from their Misery by immediate Death.

“ In consequence of their unhappy Situation, I have this Day taken the Liberty to draw on you in Favour of Ramnarain (at Ten Days Sight) for Twenty Sun Korah Rupees, Ten thousand which I have paid to Cojah Litaffit Ally Cawn, under whose Charge that Zenanah is.” (b)

(No Signature at the End of the Letter)

(Signed at the End of the Consultation)

“ Warren Hastings,
Edward Wheler,
John Stables.”

To shew the Acknowledgments and Thanks of the Women for the Interference of the Resident,

Read, also, a further Extract from the same Consultation, beginning at Page 127 of the same Book, as follows.

“ Translation of a Letter from Litaffit Ally Cawn, to Mr. John Bristow, Resident at the Vizier's Court. Received the 5th July 1783.

* Other Letter of Thanks to the same Purport, from the Ladies of the Zenanah, were received by the Resident.

“ All the Sons and Daughters, and the Ladies of the Zenanah of the late Vizier, are offering up daily Prayers, and counting their Beads in the Sincerity of their Hearts for your long Life Prosperity, and Greatness, as their Existence depends upon the Permanence of your Power. May the Almighty God long preserve and cherish such Goodness.” * (c)

The Witness was directed to withdraw.

Then the House adjourned to the Chamber of Parliament.

(a) Vide supra, Page 2071.

(b) Vide Appendix, N° CCCLX.

(c) Vide Appendix, ibid.

Die Fovis, 25° Aprilis 1793.

TH E Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counsel for the Defendant they might proceed in his Defence.

The Managers for the Commons stated, that they apprehended an Error had crept into the Minutes in Page 1921, where the Managers for the Commons are made to insist, " That they had a Right to stop their Examination, and to call the Witness again for the Purpose of Cross-examining him fully whenever they pleased ;" as they by no Means intended to lay down the Proposition to that Extent. Being heard in Explanation of the same,

The Managers for the Commons were informed by the House, that the proper Mode would be to deliver in, in Writing, the precise Terms of the Proposition they meant to insist upon.

The Counsel for the Defendant desired Mr. Hudson might be called in.

Mr. ROBERT HUDSON was accordingly again called in, and produced a Book, intituled, " Bengal Letters, received 11th November 1786 to 17th May 1787," and marked " 521 ;" and the same was delivered in.

Read, the following Extract of a Letter from the Governor General to the Court of Directors, dated the 16th November 1786.

" The Honble. the Court of Directors of the Honble. United Company of Merchants of England, trading to the East Indies.

" Honble. Sirs,

" 9. Many of the principal Persons connected with this Government, have anxiously desired Leave to visit Calcutta since my Arrival. The Vizier proposed to come in Person, but pressed in the strongest Manner for Leave to send his Minister Hyder Beg Khan. With the latter Request I thought proper to comply. This Minister is described to me as a Man of uncommon Abilities, and he, no Doubt, exercises at present the whole Power of the Vizier's Government. The particular Object on their Part of his Mission has not yet been signified to me, and I will not venture positively to predict what Advantages we may derive from it; but I shall be at Pains to impress Hyder Beg Khan with a Conviction that we have no Design but that of promoting the real Interests of the Vizier, which we look upon as inseparable from our own, and that while he conducts his Administration upon that Principle, he may depend upon the Protection and Support of this Government. I have had the most unfavourable Representations of the Management of the Finances, and of the State of the Courts of Justice in the Country of Oude. It will be a principal Object with me to endeavour to obtain a Promise from Hyder Beg Khan, to use his utmost Exertions to correct the Abuses in both.

(Signed at the End of the Letter)

" Fort William,
Nov. 16, 1786.

" Cornwallis."

Then the Witness produced a Book, intituled, " Bengal Political Council, 2d May —20th June 1792," and marked " 652 ;" and the same was delivered in.

Read, the following Extract of a Consultation of the 15th June 1792, beginning at Page 542 of the same Book.

" Fort William, 15th June 1792.

" At a Council; Present,
The Honble. Charles Stuart,
• Peter Speke,
and
William Cowper, } Esquires.

Earl Cornwallis, K. G. Governor General, and Commander in Chief, absent on the public Service.

" Earl Cornwallis K. G. Governor General, &c. &c. &c.

" My Lord,

" Par. 1. In Conformity to my Letter of Yesterday, I now do myself the Honour of informing your

Public Dept.
Friday.

your Lordship of the Particulars of the Conversation I held with Nawaub Vizier, in Consequence of Hyder Beg Khawn's Death.

" 2d. After some Time passed in the usual Compliments of Condolence, I told him that though it might be thought a very improper Time for Business, yet I deemed myself bound, both by my public Duty, and my Zeal for his Excellency, to be thus early in speaking a few Words to him on a very interesting Subject. I reminded him that the Agreement, acceded to by your Lordship, had been settled through Hyder Beg Khawn, and that it was on your Knowledge of his Excellency's having reposed his Confidence in him as the efficient Minister, that your Lordship had confirmed them; for which Reason, I conceived, now that this Source of your Lordship's Confidence was at an End, his Excellency would deem it a proper Mark of Attention to defer forming any permanent Arrangements in consequence of the Minister's Decease, until Letters on the Subject should be received from the Presidency. The Vizier replied, that he had no Idea of making any Alterations whatever; that he meant to continue Hussein Reza Khawn in his Post of Prime Minister, and Rajah Tickait Roy at the Head of the Revenue Department; at the same Time however, conferring on Hyder Beg Khawn's Son, who was a mere Child (he seems to be about Seventeen or Eighteen Years of Age) the nominal Title of Hussein Reza Khawn's Naib, holden by his late Father; that this was the Plan he was determined to adopt, and he could not think of listening to any other. I replied, that it was by no Means my Wish to dispute the Propriety of the proposed Arrangement; that I would write to your Lordship any Thing on the Subject his Excellency might desire; but that my Object was to represent that whatever System should be adopted (whether the Appointment of a new Person in Hyder Beg's Room, or the Continuance of what remained of the old Administration), it should be professedly a temporary System only; and I added, that though his Excellency might agree in consequence of my Recommendation to wait till the Sentiments of our Government should be known, yet I did not wish him to assign that to the World as his Motive for the Delay; it being sufficient for him to give out simply that he deferred a permanent Arrangement until he should have had Time to weigh well a Matter of such Importance.

" 3d. I found that the Nawaub had fully made up his Mind on the Subject, and that he would have been much better pleased to give the official Khellauts immediately, and to settle the whole Business permanently without any Reference; and it seems not improbable, that if I had neglected to make him a very early Visit, he would have been precipitate enough (as I feared, from my Knowledge of his Temper, might be the Case) to commit himself beyond the Power of retracting without Discredit. After a good deal of Conversation, however, in which I found it no easy Task to keep his Excellency from flying from the Question, he consented, with apparent good Humour, to my Proposal: But he desired me to obtain an Answer as soon as possible, and to inform your Lordship most fully, that the Arrangement he had mentioned was the only One which could be adopted, and which could merit the Confidence of your Lordship, as well as of himself; and he told me that were any other proposed to him, he would prefer relinquishing his Country to consenting to it.

" 4th. Having now given your Lordship the Substance of the Vizier's Conversations, it may perhaps be thought incumbent on me to say something regarding the Arrangement he has proposed.

" 5th. To the Character of Hussein Reza Cawn your Lordship is no Stranger, mild, polite, and humane in his Manners and Conduct, of a pleasing Address, respectable Character, and good Sense; he is generally liked, though, I believe, he has never yet been thought a Man of Business. Indeed his Ignorance of Letters appears to be an insuperable Obstacle to his acting as an efficient Minister in Revenue Matters, or in such other Business as requires an accurate Investigation of Papers. It must, however, be observed, that though he does not read, yet he speaks the Persian Language, and is sufficiently Master of it to understand it when read to him. Perhaps the Exercise of a Degree of Patronage in the Revenue Department, the interfering with his Excellency in Matters wherein the Interests of Foreign States are concerned, the giving him Advice for the Regulation of his Expences of his Caprices, and of his ill Humours, might be not disadvantageously entrusted to Hussein Reza Khawn. But to have any Influence over the Nawaub in such Matters, he must be known to possess the full Support of our Government; for hitherto he has been as frequently and (bating that he has not been disgraced or dishonoured) merely as much outraged by the Vizier's Caprice, as any other of his Excellency's Dependants in more humble Stations. Supposing, however, that he could be prevailed upon, by the Consciousness of the Support of our Government, to stand forth on such Occasions with Spirit, and that the Nawaub be made equally sensible of his having such Support, I know no Person more likely to persuade him to do what is right, and to avoid what is wrong, than Hussein Reza Cawn.

" 6th. In regard to Rajah Tickait Roy, he has been for many Years the principal Person employed under Hyder Beg Khawn in the Revenue Department; all the Papers have passed through his Hands, and he is understood to have had the full Confidence of the late Minister, with whom, therefore, I conceive he must share in no inconsiderable Degree, the Merits and Demerits of that Part of his Administration. Your Lordship knows that Rajah Tickait Roy was left in Charge of the Revenue Department, when Hyder Khawn went down to Calcutta. But I have great Doubts whether there be a sufficient Degree of Respectability attached to the Rajah's Character to command that

that Deference from the Aumils, &c. which may be thought in some Degree necessary in a Country where personal Considerations have no little Weight to enforce due Subordination, and prompt Obedience to the Orders of Government. Possibly, however, this Surmise of mine may be unfounded, or a more elevated Station, or rather a more confirmed Authority, might call forth those Qualities which may not have appeared in an inferior Situation.

" 7th. I ought to have added to the above Account of my Conversation with the Vizier, that notwithstanding his Excellency's Promise to defer the final Arrangement, I thought it highly proper to apprise Hussein Reza Khawn of what had passed, to the End that he might be induced to discourage any Overtures which the Nawaub might inconsiderately make, for coming to a permanent Settlement. I sent to him therefore, very early this Morning, before he went to the Darbar, and informed him of the Whole; and I have the Satisfaction to find, that his Sentiments on the Subject seem to agree most perfectly with mine; and that without being sure of the Support of our Government, to secure him against the Effects of his Excellency's Caprices, and to give Weight to the Advice he might find it necessary to offer him, he professes that he would by no Means accept of the Trust from his Excellency. I call it "accepting a Trust," because though the Nawaub only mentioned Hussein Reza Khawn's continuing in the Office he has long since nominally holden, yet it was evident he meant me to understand that an additional Degree of Influence and Responsibility was intended to be given him.

" 8th. Some Apprehensions having been for several Weeks past entertained of the Event which has now occurred, I had frequently during that Period turned my Thoughts to the Consideration of what Arrangement it might be most for the mutual Interest of the Vizier and the Company to adopt; but I acknowledge that I had never been able to make up my Mind on the Subject.

" 9th. There are Two Persons who, from the Circumstance of Hyder Beg Khawn's having been supposed to dread them as his Rivals, might be considered as likely to become Competitors for the vacant Office. These are Almaufs Ally Khawn and Rajah Juggumaut, of whom therefore it may be thought proper for me to say something on this Occasion. It is necessary however for me to premise that, a strict Adherence to your Lordship's positive and repeated Instructions to avoid as well the Appearance as the Reality of a Wish to interfere in the internal Government of his Excellency's Country, has deprived * of such Opportunities of getting acquainted with the real Character of People of this Class, as must have been formerly enjoyed by Gentlemen now in Calcutta, who were in Station here at a Time when the Nature of our Connection with the Vizier rendered it the Duty of the Resident to superintend, and in a great Measure to controul, the whole Administration: • See in O. ig.

" 10th. Rajah Juggumaut was the Son-in-law of the late Rajah Soorub Sing, who was Dervaur under the Nawaub Sujah Dowlah; the Duties of that Office were also executed by Rajah Juggumaut himself for a long Time in the present Nawaub's Time; and during a considerable Part of that Period, his Power over the Aumils was exceedingly extensive, and he received a Ruffoom (or Commission) on the Revenues of Two per Cent. At Length however, as the Influence of Hyder Beg Khaun increased, the Office of Dewan became merely nominal, till in the End he was deprived entirely of it. I have myself never seen Juggumaut, for he has for about these Five Years been confined under a Guard to his House, on Account, or at least under Pretence of some outstanding Balances incurred during the Time he was Farmer of Rohilcund, in which Place he had succeeded his Father-in-law Soorut Sing, who had holden it for the Two Years preceding his Death, in Amauny (that is as accountable for the Collections), and had, it is supposed, been given the Appointment by Hyder Beg Khawn, merely for the Purpose of getting him out of the Way.

" 11th. In regard to Almaufs Ally Khawn, your Lordship is, I am sure, so well acquainted with his Character, that it can only be necessary for me to add, that in my late Excursion to Agra, in which the greatest Part of my Route lay through his Districts, I found the Country in general in a fine State of Cultivation. For its Police, I fear there is no great Room for Commendation. Almaufs is equally ignorant of Letters, as Hussein Reza, though the Extent of his Memory, and his intimate Knowledge of the Revenues are such, as to counter-balance this Disadvantage. Whether his Character as a Minister would equal his Abilities as a Farmer, may, perhaps, be reasonably doubted. My Ideas indeed, of the Qualifications necessary for a Successor to Hyder Beg Khawn, are so totally foreign from every Thing I have seen of any Person I am acquainted with here, that I should have no Hope of being able to fill the Office to my own Satisfaction, had I the Choice from among the Whole of the Inhabitants of his Excellency's Territories, for in no One of them, do I believe, are, to be found united, an intimate Knowledge of the Revenues of the Country, Diligence in Business, Moderation in his Desires of accumulating Wealth, an Ambition to restore the Country to Order, if not by the Introduction of a complete System, at least by the enforcing of a general Adherence to the Principles of Justice, and by the Abolition of that lawless Oppression and systematic Plunder, which but too generally prevail, a Knowledge of the Means to revive Manufactures and Commerce, with a Resolution to pursue them through every Difficulty; and, in a Word, a Wish and Determination (with Knowledge and Abilities equal to the Undertaking) to render the Country permanently flourishing, without being for the Purpose of private Emolument, or for the Gratification of his Excellency's Caprices, diverted by the Temptation of raising occasional Supplies of Money, either by anticipating the Revenues by borrowing at an exorbitant Interest, or by any such ruinous Methods.

" 12th. Were it fortunately in my Power to point out a Man with these Qualifications, I should not hesitate a Moment; but despairing as I do, of any such being to be found among the Natives of Oude, I see nothing but the Choice of Evils; and I am far from having sufficient Confidence of the Success of any Expedient I could devise for continuing the present System, to justify my taking the Liberty of recommending to your Lordship, unless it should appear proper to you on other Accounts, an Opposition to his Excellency's Plan, which seems to me to be, upon the Whole, as liable to as few Objections as any other that I can think of. A Change of System, by which the Company's Servants should be entrusted with the effectual Administration (for I conceive a partial Change would probably be attended with more Evil than Good) and charged with Responsibility, I conceive to be totally out of the Question.

" 13th. From the Tenor of the Nawaub's Conversation of Yesterday, I am led to hope and believe, that he has no Intention of doing any Thing to the Prejudice of Hyder Beg Khawn's Family, although he might plead but too many Precedents for seizing on the Property of such Persons as die in the Service of the Prince. I have, however, thought it best, by Way of Precaution, to desire Hussim Reza Khawn to give me the earliest Notice if any Thing of the Kind should happen, that I may consider how far it may be proper for me to interfere in the Matter. Hyder Beg Khawn has left Eight Sons, the Two eldest of whom, Ackbar Ally and Hussim Ally, are by his Wife, and the remaining Six by other Women. He has left also Four Nephews (Sons of his eldest Brother Noor Beg), the eldest is Serfrauz Beg, then Auzim Beg, Muckdoom Bucksh, and Rujib Beg. Serfrauz Beg and Muckdoom Bucksh are married to Two of Hyder Beg's Daughters; the Wife of the latter being born of his favourite Woman. Muckdoom Bucksh is of a very haughty turbulent Disposition, and has several Times given his Uncle much Trouble. This slight Sketch of Hyder Beg Khawn's Family, I hope, will not be thought foreign to the Subject.

" 14th. I must not conclude this Letter without adverting to the Balance due from his Excellency to the Company, and the Arrears in which the Troops now are, both which Subjects, as it is impossible for me to find Time at present to write fully upon them, in a Manner more applicable to the present State of Affairs, will be best elucidated by my sending the Letters, which I had written to your Lordship Yesterday and the Day before on these Points, but which the late Event (that renders indeed a great Part of that of the 4th superfluous) prevented my dispatching last Night. I have not yet had Time to discover whether I may hope for the Liquidation of any Part of the Balance, before the Establishment of a permanent System, but I shall use my Endeavours for that Purpose, and inform your Lordship of the Result.

" 15th. May I be now allowed to take the Liberty of observing, that it was not without some Diffidence that I decided in my own Mind, uninstructed as I was for the Occasion, what Line of Conduct it was my Duty to pursue, that I flatter myself I shall have the Satisfaction of finding that the Line which appeared to me, after the most mature Deliberation, to be the most proper, has been approved of, and that the Firmness with which I have already pursued what I judged to be my Duty, and in which I am determined to persevere, will be also honoured with Approbation.

" I have the Honour to be, &c.

" Lucknow,
June 6, 1792.

(Signed) " Edw. Otto Ives,
Ref. Viz. Court. (a)

(Signed at the End of the Consultation)

" Peter Speke,
William Cowper."

Then the Witness produced a Book, intituled " Bengal Political Council, 27th June to 20th July 1792," and marked " 653."

Read, the following Extract of a Consultation of the 27th June 1792.

" Fort William, 27th June 1792.

" At a Council, Present,
The Honble. Charles Stuart,
Peter Speke, and } Esquires.
William Cowper, }

Earl Cornwallis K. G. Governor General and Commander in Chief, absent on the Public Service.

" Read Letters from the Resident at the Vizier's Court.

" Earl Cornwallis K. G. Governor General, &c. &c. &c.

" My Lord,

" Par. 1. Hussain Reza Khan brought the late Minister's two eldest Sons, Ackbar Ally and Hussain Ally, to my House this Morning to introduce them to me. Rajah Tickait Roy came

with them, and after some Time passed in the usual Compliments on such Occasions he took the Opportunity of repeating the greatest Part of what they had jointly sent me Word the other Day, as mentioned in my Letter of the 8th instant.

" 2d. The Rajah said, that all the Demands of every Kind against the Nawaub could not be much less than a Crore of Rupees. That an Account of the Huslabood of the Country was nearly prepared, which he would shew to me as soon as finished; that it was absolutely necessary some System should be adopted, and not departed from, by which his Excellency should so limit his Expences as to secure a Provision, First, for the regular Discharge of the Company's Subsidy; Secondly, for defraying the necessary Expences of Government; and Thirdly, for a gradual Liquidation (which he was ready to admit could not be done in the Course of One Year) of the Claims above mentioned—but he added, repeatedly, that though they were conscious that in wishing for such a Plan they were actuated by an ardent Zeal for his Excellency's real Interests, yet they were but too well convinced it could not be effected without the active Support of our Government. I replied, that I was as fully sensible as they could be of the absolute Necessity of such a System taking Place by some Means or other, but that with respect to the Rest I had written to your Lordship fully on the Subject, and could say nothing further but by your Directions.

" 3d. How far it may be proper to interfere in respect to these Matters, your Lordship is the best Judge. My Letter of the 4th instant will shew the Difficulties I had to encounter, even during the late Minister's Life, in regard to the Realization of the Company's Subsidy; and that it had not always that Preference to his Excellency's Demands of Cash which its superior Degree of Importance required. Indeed I have never concealed from your Lordship how much I conceived the Advantages resulting from Hyder Beg Khan's Abilities, and undoubted Attachment to the English Government, were counterbalanced by his extreme Timidity in regard to opposing the Vizier's inconsiderate Conduct, and by those inveterate Habits of Procrastination in every Matter, however important, or however trivial, from which nothing could rouse him. And my Letter of the 24th of February will evince that long before any Apprehensions were entertained of the Minister's Death, I was alarmed at the apparent State of his Excellency's Finances, and at the consequent Probability of the Subsidy's falling very considerably in Arrear, unless some effectual Measures should be taken to excite the Minister to uncommon Exertions.

" 4th. Though by no Means material, I think it proper to observe, that I find from Hossien Reza Khan that Hyder Beg has left Twelve Sons instead of Eight, as mentioned in my Letter of the 6th instant.

" I have the Honour to be, with the highest Respect, &c.

" Lucknow,
10th June 1792.

(Signed) " Edward Otto,
Resident at the Vizier's Court. (a)

(Signed at the End of the Consultation)

" Peter Speke,
William Cowper."

Then the Witness produced a Paper, indorsed " 26th August 1792, Letter from Marquis Cornwallis to the Court of Directors, received per Ganges, 24th February 1793," and the same was delivered in.

Read, the following Extract, beginning at Paragraph Twelve of the same.

" N° 43.

" The Honble. Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the East Indies.

" Honble. Sirs,

" 12th. The Accounts of the Death of Hyder Beg Khan had reached me at Madras, and although it has been a general Maxim with me to avoid as much as possible all interference in the Details of the Vizier's Government, I was glad to find upon my Arrival here, that his Excellency had been persuaded to shew his Respect for this Government, by making only a temporary Appointment of Ministers to conduct his Affairs, until he could consult with me on a proper permanent Successor to his late Minister.

" 13th. Having long clearly seen that Hyder Beg's Talents for Business were much superior to those of most Men of his Religion in this Country, (who are in general indolent and dissipated), and having had Reason to believe that he was sincerely desirous to cement the Connection between his Excellency and the Company, his Death gave me great Concern; and I regretted him the more, as I do not know any Person that I could have with Propriety recommended to the Vizier to succeed him, who is nearly equal to him in Abilities.

" 14th. You are not acquainted that Hossien Reza Khan has for many Years past borne the Appellation of the Vizier's first Minister, without being employed in any Duty of Importance; and

that Rajah Ticket Roy has acted for a considerable Period, as a subordinate Minister under Hyder Beg in the Revenue Department.

" 15th. His Excellency had made a temporary Nomination of Hussein Reza Khan, to act as the efficient Minister, and of Rajah Ticket Roy to continue in the Management of the Revenue Department; and although Hussein Reza does not possess all the Qualifications that I could wish for a Minister, yet as I have an exceedingly good Opinion both of his Principles and of his Disposition to promote Cordiality between his Master and the Company, and I have great Confidence in the Experience and Ability of the Rajah in the Line in which he was employed, I did not see that a better Choice could be made, and accordingly I signified to the Vizier my entire Approbation of their being permanently appointed.

(At the End of the Letter.)

" Fort William,
August 26th, 1792.

" Cornwallis.

Read, from Book 82, already delivered in, the following Extract of the Appendix to a Consultation of the 12th June 1782, beginning at Page 256 of the same.

" To the Honourable Warren Hastings, Governor General, &c.

" Sir,

" Inclosed I have the Honour to forward your Addresses from his Excellency the Vizier and his Ministers.

" In Justice to the latter, it is incumbent upon me to inform you, that during the Progress of the Business at Fayzabad, I received from them the most willing and zealous Support; and that to their Exertions I consider myself greatly indebted for the complete Success which attended that Business, as well as for the Fruits of it being solely applied to the Liquidation of the Nabob's Debts to the Honourable Company.

" Under these Circumstances, it would afford me great Satisfaction, and, I conceive, tend to promote the public Service, were they honoured with some Testimony of your Approbation and Favour, which would be particularly acceptable to them at this Period, as their Conduct in the Transactions at Fayzabad, and in the Resumption of the Jagheers, has excited the inveterate Resentment of the Begum, and many Persons of the first Consequence about the Court, whose Interests have been affected by the latter Measure, and created a far more powerful Combination against them, than they have ever before had to oppose. In short, Sir, they are considered, not only by this Party, but by the Nabob himself, as the actual Dependants of the English Government; which they certainly are, and it is by its declared and most obvious Support alone, that they can maintain the Authority and Influence, which is indispensably necessary to enable them to discharge the Trust reposed in them, either with Credit to themselves or Advantage to the Public.

" I have the Honour to be, &c. &c.

" Lucknow,
the 11th Feby. 1782.

(Signed) " Nath. Middleton,
Ref^d at the Vizier's Court. (a)

The Witness was directed to withdraw.

The Counsel for the Defendant informed the House, they had now closed their Evidence in Answer to the Second Article of Charge.

Then Mr. Plumer, of Counsel for the Defendant, was heard, in Part, to sum up the same.

The House adjourned to the Chamber of Parliament.

(a) Vide Appendix, N^o XXXVIII, Page 101.

Die Martis, 30° Aprilis 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was heard further to sum up in Part the Evidence on the Defence to the Second Article of Charge.

Then the House adjourned to the Chamber of Parliament.

Die Jovis, 2° Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor acquainted the Counsel for the Defendant, they might proceed in his Defence.

Mr. Plumer was heard further to sum up in Part the Evidence on the Defence to the Second Article of Charge.

Then the House adjourned to the Chamber of Parliament.

Die Luna, 6^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Plumer was further heard to sum up the Evidence on the Defence to the Second Article of Charge: And being fully heard thereupon,

The House adjourned to the Chamber of Parliament.

Die Jovis, 9^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas, of Counsel for the Defendant, was heard, in Part, to open the Defence to the Sixth Article of Charge particularly, and to observe upon the Matters relied on by the Managers for the Commons in Support of the said Sixth Article of Charge.

Then the House adjourned to the Chamber of Parliament.

Die Jovis, 16^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was further heard in Part to open the Defence to the Sixth Article of Charge particularly, and to observe upon the Matters relied on by the Managers for the Commons in Support of the said Sixth Article of Charge.

Then the House adjourned to the Chamber of Parliament.

Die Veneris, 17^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was further heard in Part to open the Defence to the Sixth Article of Charge particularly, and to observe upon the Matters relied on by the Managers for the Commons in Support of the said Sixth Article of Charge.

Then the House adjourned to the Chamber of Parliament.

Die Veneris, 24^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

Then Mr. Dallas was heard to open the Remainder of the Defence to the Sixth Article of Charge particularly, and to open the Defence to such Part of the Seventh, and of the Fourteenth Articles of Charge particularly, as the Managers for the Commons had relied upon, and to observe upon the Matters insisted upon by the Managers for the Commons in Support of the said Sixth, and of such Part of the Seventh, and of the Fourteenth Articles of Charge: And being fully heard thereupon,

Mr. Hastings was heard shortly to address the House, and to state that he should, though reluctantly, waive the summing up of the Evidence of this Article, and also the opening and the summing up of the remaining Articles of Charge relied upon by the Managers for the Commons.

Then the House adjourned to the Chamber of Parliament.

Die Sabbati, 25^o May 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said ;

“ Gentlemen, you who are of Counsel for the Defendant will proceed in his Defence, and the Lords will be pleased to give Attention.”

The Counsel for the Defendant informed the House they would First proceed to shew that it does not appear that Lord Clive took any Oath on taking his Seat at the Board as President and Governor.

Then Mr. HUDSON was again called in.

Read, from Book 654, the following Extract of a Secret Consultation of 3d May 1765.

“ Fort William, the 3d May 1765.

“ At a Consultation ; Present,
The Right Honble. Robert Lord Clive, President ;
Charles Stafford Playdell,
Francis Sykes,
Ralph Leycester,
John Burdett,
George Gray, } Esquires.

Publick Dept.
Friday,

“ The Gentlemen of the Deputation appointed to wait on Lord Clive to Town on his Arrival, having Yesterday Evening received Information thereof, immediately proceeded down the River agreeably to their Commission, and this Morning arrived with him ; and his Lordship having received from Mr. Spencer the Charge of the Garrison and Government in the usual Form, he now takes his Seat at the Board as President and Governor.

Lord Clive's
Arrival, and
takes his Seat
at the Board
as President
and Governor.

(Signed at the End of the Consultation)

“ Clive,
C. P. Playdell,
Fra. Sykes,
R. Leycester,
J. Burdett,
George Gray.”

Read also, from the same Book, the following Extract of a Consultation of the 6th May 1765.

“ Fort William, the 6th May 1765.

“ At a Consultation ; Present,
The Right Honble. Robert Lord Clive, President ;
W^m Brightwell Sumner,
Charles Stafford Playdell,
John Johnstone,
Francis Sykes,
Ralph Leycester,
John Burdett,
George Gray, } Esquires.

Public Dept.
Monday.

“ The Book of Standing Orders on the Table.

“ The Consultation of the 3d instant being wrote fair, was now read and approved.

“ Mr. Sumner being arrived in Town, now takes his Seat at the Board, agreeably to the Company's Appointment.

Mr. Sumner
takes his Seat
at the Board.

Mr. Sykes
sworn in.

" The Oaths as a Member of the Council, and of Allegiance and Justice of the Peace, are at the same Time administered to Mr. Sykes.

(Signed at the End of the Consultation)

" Clive,
W^m B. Sumner,
C. P. S. Playdell,
John Johnstone,
R. Leycester,
J. Burdett,
George Gray."

To prove that Lord Clive took the Restrictive Oath at the Town Hall,

Read, from Book 182, the following Extract of a Secret Consultation of the 29th September 1766, beginning at Page 768 of the same Book.

" Fort William, the 29th September 1766.

Monday.

" At a Consultation ; Present,
The Right Honble. Lord Clive, President;
John Carnac,
Harry Verelst,
Randolph Marriott,
Hugh Watts,
Claud Russell,
Thomas Rumbold,
William Alderfey,
Thomas Kelfall,
and
Charles Floyer,
Mr. Sumner indisposed.

Esquires.

" Leave Room to sign and write immediately before the succeeding Consultation.

Wednesday
11th October,
the Right
Honble. the
President takes
the new Oath
and enters into
a Penalty be-
fore the May-
ors * and Al-
derman †.
* Sic in Orig.
† Sic in Orig.

" Pursuant to a Resolution of Consultation the 22d instant, the Right Honble. the President and Council assembled this Morning at the Town Hall. where the Right Honble. the President did, in the most solemn Manner, before the Mayors * and Alderman †, and in the Presence of a great Number of the Inhabitants, take the Oath, and enter into the Penalty Bond proposed to be executed by all future Governors of Fort William, restricting them in Points of Trade and private Interest ; and they then withdrew.

(Signed at the End of the Consultation)

" H. Verelst,
H. Watts,
Claud Russell,
W^m Alderfey,
Tho. Kelfall,
Charles Floyer."

The Counsel for the Defendant stated, they would next prove that the Oath of Office, taken at the Council Board by Mr. Verelst on the 29th January 1767, was not the Restrictive Oath proposed by Lord Clive ; that he took the Restrictive Oath a few Days after, viz. on the 16th February 1767, at the Town Hall.

Read, from Book 201, the following Extract of a Secret Consultation of the 16th February 1767, beginning at Page 155 of the same Book.

" Fort William, 16th February 1767.

Monday.

" At a Consultation ; Present,
The Honble. Harry Verelst Esquire, President ;
Colonel Richard Smith,
Claud Russell,
William Alderfey,
Thomas Kelfall,
Charles Floyer,
Alexander Campbell,

Esquires.

Tuesday.
The Honble.
the President
takes the
Oath, and en-
ters into the

" Pursuant to a Resolution of the 9th instant, the Honble. the President and Council assembled this Morning at the Town Hall, where the Honble. the President did in the most solemn Manner, before the Mayor and Aldermen, and in Presence of a great Number of Inhabitants, take the Oath, and enter into the Penalty Bond proposed to be executed by all future Governors of Fort William,

William, restricting them in Points of Trade and private Interest; and they then withdrew. (a)

(Signed at the End of the Consultation)

" H. Verelst,
Claud Russell,
W^m Aldersey,
Charles Floyer,
Alex^r Campbell."

Penalty Bond
before the
Mayor and Aldermen.

To shew that Sir John M'Pherson did not take the Restrictive Oath,

Read, from Book 181, the following Extract of a Public Consultation of the 12th February 1785, beginning at Page 210 of the same Book.

" Fort William, the 12th February 1785.

" At a Council; Present,
John Macpherson Esquire, President;
and
John Stables Esquire.

General Dept.
Saturday.

" The Honourable Warren Hastings Esquire having resigned ' The Office of Governor General and of his Place altogether' in the Honourable Company's Service, the Honourable John Macpherson Esquire, in Addition to his former Oath as Member of this Government, now takes the established Oath of Governor General, and his Seat accordingly; the Commander in Chief and Advocate General attending.

(Signed at the End of the Consultation)

John Macpherson."

To shew that Lord Cornwallis did not take the Restrictive Oath,

Read, from Book 655, the following Extract of a Public Consultation of the 12th September 1786, beginning at Page 276 of the same Book.

" Fort William, the 12th September 1786.

" At a Council; Present in Fort William,
The Honble. John Macpherson Esquire,
John Stables Esquire,
and
The Honble. Charles Stuart.
Lieutenant General Robert Sloper indisposed.

Pub. Dept.

" The Oaths of Governor General, of Allegiance, and of a Justice of the Peace, are administered to the Right Honourable Charles Earl Cornwallis, who takes his Seat as Governor General accordingly.

(Signed at the End of the Consultation)

" Cornwallis,
John Macpherson,
John Stables,
Cha^r Stuart."

To shew that the Court of Directors disapproved of the Establishment made by Lord Clive for the Office of President, and which was specified in Terms in the Oath to be the Consideration for which it was taken, and substituted a different Allowance in its Stead, and therefore that the Terms of the Oath would no longer apply in the Case of a President, subsequent to such Communication from the Court of Directors,

Read, from Book 2 already delivered in, the following Extract of a General Letter from the Court of Directors to the President and Council at Bengal, dated 20th November, 1767, beginning at Page 573 of the same Book.

" Our President and Council at Fort William, in Bengal.

Par. 38. " We have taken your Plan for conducting the Salt Trade, as contained in your Proceedings of the 8th September 1766, into our most serious Consideration; and having revised all that we and you have wrote on the Subject of the Inland Trade in general, and of Salt in particular, we are the more convinced of the absolute Necessity of excluding all Persons whatsoever, excepting the Natives only, from being concerned therein; and we accordingly hereby ratify and con-

(a) This Entry is subsequent to the Signatures at the End of the Consultation.

firm the Orders we gave in our Letters of the 19th February and 17th May 1766, That no Company's Servant, free Merchant, or an European, shall, in any Mode or Shape whatsoever, either by themselves or Agents, directly or indirectly, trade in, or be concerned in carrying on an Inland Trade, in Salt, Beetle Nut, Tobacco, or in any other Articles produced and consumed in the Country: And such Trade is hereby absolutely abolished, and put a final End to, agreeable to our before mentioned Orders. And further, if any of the before described Persons shall directly or indirectly carry on, or be concerned in such Inland Trade, or in farming the Calaries, or making Salt, if a Company's Servant, he is to be immediately dismissed the Company's Service, and from all others the Company's Protection is to be forthwith withdrawn.

" 89. Having thus prohibited our Servants from being concerned in the Inland Trade, the Allowance of $\frac{1}{2}$ per Cent. Commission on the Dewanny Revenues, settled by you on the Governor for relinquishing all Share in the Salt Trade, is absolutely to determine and cease upon the First Day of September 1767.

(Signed at the End of the Letter)

London,
20th November 1767.

" H ^r Crabb Boulton,	Tho' Rous,
John Stephenson,	Tho' Saunders,
J. Creswicke,	Geo. Dudley,
G. Colebrooke,	P. Cust,
Ja. Cookburne,	Henry Savage.
Ben. Booth,	Robert Jones,
E. H. Cruttenden,	John Manfhip,
Geo. Wombwell,	F. W. Barrington,
Edw. Wheler,	Luke Scrafton,
Will ^m Snell,	John Roberts,
	J. Pardoe."

Read, also, a further Extract from the same Book and same Letter, beginning at Page 581 of the same.

" Our President and Council at Fort William in Bengal.

" Par. 105. As the Trade of our Servants is to be confined to the Articles of Import and Export only, in which they will be considerably affected by the great Demands for extending the Company's Investments; and considering the great Increase of Business in which our principal Servants are necessarily engaged, and which demand their utmost Care and Attention; we are come to a Resolution to give them a reasonable Encouragement to exert themselves with Zeal and Alacrity in their several Departments, but which they are to look upon as a free Gift from the Hand of their Employers, offered to them annually, so long as the present Revenues shall remain with the Company, and their Behaviour shall continue to merit such a Reward. We therefore hereby order and direct,

" 106. That you draw out an annual Account of the Sums received from the Dewannee, deducting thereout the stipulated Payments to the King and the Nabob, and the Allowance to the Nabob's Ministers; also the Revenues of the Provinces of Burdwan, Midnapore, Chittagong, and the Calcutta Purgunnahs, from which are to be deducted Lord Clive's Jaghire, and the ordinary Charges of Collection.

" 107. Upon the Amount of the said Nett Revenues you are hereby indulged to draw a Commission of Two and an Half per Cent.

" 108. The Sum which shall be the Produce of the said $2\frac{1}{2}$ per Cent. is to be divided into One hundred Parts or Shares; which Parts or Shares are to be appropriated in the following Manner; viz.

	Shares
The Governor is to have	— — — 31
The Second in Council	— — — 4½
The Rest of the Select Committee, not having a Chiefship, each	3½ Shares.
The Rest of the Council, not having a Chiefship, each	1½ Shares.

" 109. For it is our Meaning and Directions that the Chiefs of Cossimbuzar, Patna, Dacca, and Chittagong, are not to have any Proportion of the said Shares.

" 110. Being convinced that the Employes of the Resident at the Durbar and Chief of Cossimbuzar cannot, from the Importance and Extent of the Business of each Department, be properly executed by One Person; we therefore direct that they be from this Time forward separated, and that some other Member of the Council be appointed to the said Chiefship.—We do not make this Regulation from any Failure of Attention on the Part of Mr. Sykes, with whose Conduct we are perfectly satisfied.

" 111. And in Consideration of the extraordinary Trouble and Attention which the Resident at the Durbar must necessarily have in the due Execution of that important Post, we direct that he be allowed Four Shares and an Half; but this is to be understood to be in full, and instead of such

such Shares as are assigned as above mentioned to his Rank in Council, or as a Member of the Select Committee.

" 112. The large Proportion allotted to the Governor in the before mentioned Commission of 2½ per Cent. is in Consideration of his relinquishing, and not being concerned in any Trade whatever, even in Articles of Import and Export, and all Presents or other Gratifications, as expressed in the Deed of Renunciation in your Proceedings of the 22d September 176 * which we approve and confirm, and direct that all Governors do execute the like Instrument on their entering into their Office. Our Inducement for annexing so great an Appointment to the Station of President and Governor, is in full Expectation of his giving up his whole Time and Attention to the faithful Discharge of his Duty, and that being excluded from all Trade himself, he may, and we accordingly depend that he be vigilant in watching and detecting all Abuses committed by others. (a)

The Counsel for the Defendant stated, they would next give in Evidence, the Whole of a Consultation of the Committee at Cossimbazar of the 11th July 1772, of which detached Extracts only had been given in Evidence by the Managers for the Commons, and that the several Purposes for which they proposed to produce the same, were to prove,

- 1st. The Order of the Court of Directors to appoint a proper Person to the Office of Minister and Guardian to the Nabob, in the Place of Mahomed Reza Cawn.
- 2d. The Nature of that Office, as it had been held by Mahomed Reza Cawn.
- 3d. The Reasons of the Committee why on Grounds of general Policy that Office ought to be abolished.
- 4th. The Abolition of it recommended by the Committee to the Board.
- 5th. The Appointment of the Munny Begum in like Manner recommended.
- 6th. The Appointment of Goordas received by Two of the Members of the Committee, but opposed by the other Three.

Read, from Book 190, already delivered in, the following Consultation of the 11th July 1772, beginning at Page 206 of the same Book.

" Cossimbazar, the 11th July 1772.

" At a Committee; Present,
The Honble. Warren Hastings, President,
Samuel Middleton,
Philip Milner Dacies,
James Lawrell,
and
John Graham,

} Esquires.

" The Committee having assembled this Day to consider on the Means of regulating the Nabob's Household, One of the Points referred to them by the Instructions of the Board in their Letter of the 4th June.

Deliberations on the Appointment of the Nabob's Ministers.

" Read the following Extracts of the Honble. Company's Commands 77 Lapwing.

" Extract of the General Letter 77 Lapwing, dated the 28th August 1771.

" Par. 24. Though we have not a Doubt, but that by the Exertion of your Abilities, and the Care and Assiduity of our Servants in the Superintendency of the Revenues, the Collections will be conducted with more Advantage to the Company, and Ease to the Natives, than by Means of a Naib Dewan; we are fully sensible of the Expediency of supporting some ostensible Minister in the Company's Interest at the Nabob's Court, to transact the Political Affairs of the Circar, and interpose between the Company and the Subjects of any European Power, in all Cases wherein they may thwart our Interest, or encroach on our Authority. And as Mahomed Reza Cawn can no longer be considered by us as one to whom such a Power can safely be committed, we trust to your local Knowledge the Selection of some Person well qualified for the Affairs of Government, and of whose Attachment to the Company you shall be well assured. Such Person you will recommend to the Nabob to succeed Mahomed Reza Cawn, as Minister of the Government, and Guardian of the Nabob's Minority; and we persuade ourselves, that the Nabob will pay Much Regard to your Recommendation, as to invest him with the necessary Power and Authority.

Extracts of General Letter.

" 25. As the Advantages which the Company may receive from the Appointment of such Minister will depend upon his Readiness to promote our Views, and advance our Interest, we

are willing to allow him so liberal a Gratification as may excite his Zeal, and ensure his Attachment to the Company : We therefore empower you to grant to the Person whom you shall think worthy of this Trust, an annual Allowance not exceeding Three Lacks of Rupees, which we consider not only as a munificent Reward for any Services he shall render the Company, but sufficient to enable him to support his Station with suitable Rank and Dignity.—And here we must add, that in the Choice you shall make of a Person to be the active Minister of the Nabob's Government, we hope and trust that you will shew yourselves worthy of the Confidence we have placed in you, by being actuated therein by no other Motives than those of the public Good, and the Safety and Interest of the Company.

“ 26. See in Proceedings of the 7th July.

Opinion.

“ The Committee are fully sensible of the Expediency, remarked by the Honourable Court of Directors, of holding out the Authority of the Country Government to the European Powers in all Cases wherein their Interests may interfere with those of the Company ; but we humbly conceive that when they are acquainted with all the Circumstances which the Opportunity of present and local Information have offered to our Notice, they will judge with us that it is neither necessary for that Purpose, nor adviseable for other Reasons, to delegate an extraordinary permanent Authority to any single Minister of the Nabob, since any Man, of what Rank soever, may be occasionally commissioned to treat on the commercial Concerns of the European Nations, settled in these Provinces, according to the Custom which has been invariably observed in such Cases with all the European Companies, the English alone within these Fifteen Years excepted. They were never allowed a personal Intercourse with the Nabob but as a special Favour, nor even with his Minister ; but transacted all Affairs by their Vakeels with the Muttasuddies of the Durbar in Matters respecting the Government and Peace of the Country in which foreign Nations may be concerned. The Nabob's Mandate under his Seal will be a sufficient Indication of his Pleasure ; and the Officers acting by his Authority in consequence will receive the usual Warrants, in his Name, without any apparent Intervention of either the Controul or Influence of the Company : The Appointment therefore of a Naib Soubah for such Purposes we judge unnecessary ; nor is it allowable to suppose that our Honble. Masters would approve of our putting them to the Charge of an annual Salary of Three Lacks of Rupees to such an Officer, merely for the Sake of giving Eclat to the Negotiation, or authenticating the Privileges of their Rivals in Trade, if the Ends of an ostensible Minister can be equally answered by other Means that shall not encroach in so great a Degree on the public Treasure, or lessen the Consequence of our own Administration : But it is not only unnecessary ; it may be liable to much present Inconvenience, and to future Danger.

“ The Office of Naib Soubah, according to its original Constitution, comprehends the Superintendency of the Nabob's Education ; the Management of his Household ; the Regulation of his Expences ; the Representation of his Person ; the chief Administration of Justice ; the issuing of all Orders, and Direction of all Measures, which respect the Government and Police of the Provinces ; the Conduct of all public Negotiations, and Execution of Treaties ; in a Word, every Branch of executive Government. We do not mention the Military Command, that having been by Treaty ceded to the Company ; but even this great Charge cannot be wholly alienated from the Naib Soubah if there is one, since, by virtue of his Office, it is his Name which must authorize every Act of Compulsion with regard to the European Companies. By the Exercise of such extensive Powers, united in the same Person, the Rights and Perogatives of the ancient Government will still be preserved, and the Minds of the People, instead of being familiarized to the Authority of the Company, will be taught to look forward to the Time when the Nabob shall resume the Sovereignty and State of his Predecessors, from which his present Youth excludes him.

“ We are not informed what Line our Superiors mean to pursue on the Conclusion of the Nabob's Minority : We can plainly see that whatever Faith may be due to Treaties, subsisting on Grounds of very controvertible Authority, a divided Government cannot last, but must be productive of continual Contests, and end at length in a Scene of Bloodshed like that which we have once already experienced. For these Reasons it is our Duty to suppose the Possibility of a total Change of Government by Degrees taking Place, which shall substitute the real Power which protects this Country in the Place of that which claims Possession of it by a Right it is unable to assert or support, and to provide for the gradual Completion of it by such Means as can be regularly and justifiably exerted. The Nabob's Minority incontestably affords us such Means, since whatever Share of Authority we should leave in his Hands, or whatever Portion of the Public Revenue we should allow for his Use, would prove of no Benefit to him ; the former would be usurped to gratify the Purposes of private Ambition, and employed perhaps to his Destruction ; the latter would be dissipated by the Minions of his Court :—In whose Hands can both rest with such Propriety as in those to which they naturally belong ? And if at the Expiration of the Term which shall be fixed to his Minority, it shall then be resolved to resign to him the Authority which his Rank and Station may claim, such a Cession will have so much the more Merit, as the Temptation and Means of withholding are the greater.—Whatever therefore may be the future Determination, it is our Duty to take such Measures as may insure to our Superiors the Option of acting according to their own Ideas of Justice and Propriety ; that is, to retain openly, and in our own Hands, the whole Conduct of Government for the present ; to accustom the People

to the Sovereignty of the British Nation; to divide the Offices of the Nizamut; and to suffer no Person to share in the Management of the Nabob's domestic Affairs, who, from Birth, Rank, personal Consideration, or from actual Trust, may have it in his Power to assist his Master with the Means, or even to inspire him with the Hopes, of future Independence.

✍ [“ On these Grounds we are of Opinion, that the Office of Naib Soubah be totally abolished; that a Person not liable to the above Objections be appointed Guardian to the Nabob, and entrusted with the Care and Rule of his Family, and that a Dewan be also nominated, subject to the Controul of the former, who shall regulate and pay the Salaries of the Nabob's Servants, and keep the Account of his Expences, to be monthly transmitted to the Board, according to the Orders of the Honble. Court of Directors.

“ Of the Magistracy we shall speak in another Place.—We know no Person so fit for the Trust of Guardian to the Nabob, as the Widow of the late Nabob Jaffer Ally Cawn, Minnee Begum. Her Rank may give her a Claim to this Pre-eminence without Hazard to our own Policy; nor will it be found incompatible with the Rules prescribed to her Sex by the Laws and Manners of her Country, as her Authority will be confined to the Walls of the Nabob's Palace, and the Dewan will act, of Course, in all Cases in which she cannot personally appear. Great Abilities are not to be expected in a Zenana; but in these she is very far from being deficient; nor is any extraordinary Reach of Understanding requisite for so limited an Employ. She is said to have acquired a great Ascendant over the Spirit of the Nabob, being the only Person of whom he stands in any Kind of Awe, a Circumstance highly necessary for fulfilling the chief Part of her Duty in directing his Education and Conduct, which appear to have been hitherto much neglected.

“ Resolved therefore, that it be recommended to the Board to appoint Minnee Begum to the Guardianship of the Nabob, and superintending of his Household.]

Resolution.

✍ [“ The President proposes Rajah Goordas, the Son of Maha Rajah Nundcomar, for the Office of Dewan to the Nabob's Household. The inveterate and rooted Enmity which has long subsisted between Mahomed Reza Cawn and Nundcomar, and the Necessity of employing the Vigilance and Activity of so penetrating a Rival to counteract the Designs of Mahomed Reza Cawn, and to eradicate that Influence which he still retains in the Government of this Province, and more especially in the Family of the Nabob, are the sole Motives for this Recommendation. The Honble. Company, in their Letter by the Lapwing, order that both ‘ Mahomed Reza Cawn, and every Person employed by or in Conjunction with him, or acting under his Influence, shall be divested of any further Charge or Influence in the Collections.’ And they further direct that a strict Scrutiny be made into his Conduct in the Exercise of his Office of Naib Soubah, from the Suspicion of his having been ‘ equally unfaithful in the Discharge of that Trust.’

Rajah Goordas proposed for Dewan.

President's Minute.

“ It is very evident from these Orders that it was the Intention of the Court of Directors to make an entire Reformation in the Government of these Provinces, and to begin with the Abolition of that Authority which had been established in it during the Course of the last Seven Years. Indeed if this had not been expressed, it must necessary * have been implied in their Commands, since it was not to be expected that a new Plan of Government could effectually take place while the Influence of the former subsisted. The same Man till lately had the Charge of the Nabob's Household, the sole Application of his vast Stipend, the Administration of Justice, and the Collection of the Revenues of the Province; in a Word, every Branch of the Administration was centered in the Person of Mahomed Reza Cawn.

* Sic in Orig.

“ It is true that his Authority was much diminished in the Collections by the Institution of the Supervisors, but he still retained an Influence in most Parts of the Province; and on some his secret Power was even superior to that of the Supervisor. In the Direction of the Nabob's Household he acted without Check or Controul: The Nabob's Servants were all of his Appointment,—his Creatures and Dependants. These still continue in Charge of the Nabob's Person, and in Possession of his Mind, which they may be naturally supposed to bend to such Inclinations and Purposes as may best suit the Views and Interests of their Patron.

“ These Reasons will justify the Nomination of a Man to supply the Place of the late Naib Soubah who is known to be his most violent Opponent, and most capable of opposing him. It is not pretended that these Ends are to be obtained merely from the Abilities of Rajah Goordas, his Youth and Inexperience render him, although unexceptionable in other Respects, inadequate to the real Purposes of his Appointment; but his Father hath all the Abilities, Perseverance, and Temper requisite for such Ends in a Degree perhaps exceeding any Man in Bengal: These Talents heretofore made him obnoxious to Government itself, and therefore it might be thought unsafe to trust him with an Authority so near the Nabob, whom he might inspire with his own Ambition, and assist with the Means of carrying it to the most dangerous Extremes: It is possible that this might be the Case, were he immediately and formally entrusted with the Charge in Question, and therefore it is proposed to confer it upon his Son, who is of himself incapable of making a very bad use of it, and to allow of his acting under the Influence and Instruction of his Father, who, holding no Office under the Nabob, and being a Subject of our Government, may be removed without Eclat, or the least Appearance of Violence, whenever he shall be proved,

or

or even suspected, to abuse his Trust, and apply it to Designs hurtful to the Interests of the Honble. Company.

“ Warren Hastings.

Mr. Middleton's Minute.

“ Mr. Middleton delivers in the following Minute.

“ For the Reasons which have been so properly and powerfully urged by the President, I entirely approve of the Choice he has made in the Person of Rajah Goordas, as a Man the most eligible to superintend the Affairs of the Nabob's Household, and at the same Time to complete the Reformation which the Company have thought necessary to be made in the Government of this Country.—Young and inexperienced himself, without that Temper of Mind which denotes Ambition, no Apprehensions need be entertained of his making an improper Use of the Authority with which he is invested; yet directed by the Counsel of his Father, whose Abilities and Inveteracy to the late Naib Soobah are well known, he not only must be deemed capable of discharging all the Functions of his Office with Applause, but must appear particularly calculated to answer those Ends the Honourable Company have in View, by the total Suppression of that Influence which has hitherto been placed in the Person of Mahomed Reza Cawn; and this without any Danger that Schemes of Ambition will be formed by the Father himself; or if formed, without a Possibility of executing them, seeing that the Power, from which his Consequence is only reflected, will be so circumscribed, and wholly unable to screen him, on the least Breach of Confidence, from the just Repentment of those to whom he is indebted for the Degree of Consideration he holds.

“ Samuel Middleton.

Messrs. Dacres, Lawrell, and Graham, dissent.

“ Messrs Dacres, Lawrell, and Graham, object to the Proposition of appointing Rajah Goordas Dewan to the Nabob, and will assign their Reasons at a future Meeting.

“ Agreed, that the following circular Letter be written to the Collectors of Dinagepoor.

Circular Letter to the Collectors.

“ To Mr. William Marriott, Collector of Dinagepoor.

“ Sir,

“ As we judge it expedient to have before us several Papers relating to your District for our better Determination on the Business of the Settlement, you are desired, as soon as possible, to prepare and state, in the clearest and most intelligible Manner, and transmit to us here the following Accounts.

- “ 1. Account of the Huftabood for last Year.
- “ 2. Account of the Jumma Wafil Baky for D^o.
- “ 3. General Treasury Account.
- “ 4. Account of Sudder and Mofuffil Charges.
- “ 5. Account of the Chakeran Lands, as required in the 20th Article of the Regulations.
- “ 6. Account of the Zemindarry Ghauts, and their Annual Revenue.
- “ 7. Accounts of the Bazee Jumma and Haldary, or Tax on Marriages.
- “ 8. Account of Cauzees and Intefsaubs Fees on D^o.

“ These you will accompany with such a Representation as you may have prepared for the Inspection of the Committee, respecting the present State of your District, and the Expectations to be entertained from settling the Revenue on the intended Plan. We shall be glad to have your Sentiments on the Administration of Justice, and the Number and Nature of the several Officers necessary to be employed in that Branch in your District; and to be informed whether any Proposals have hitherto been delivered in to you for farming their Lands.

* “ As Three Months of the present Bengal Year are now elapsed, and the Period of the First Harvest is near at Hand, the Produce of which, in many Districts, contributes to answer a large Proportion of the Government's Revenue; moreover, as the Attention of this Committee will still be occupied a considerable Time longer in the Regulations and Arrangements they have to establish at this Station, which must, of Course, delay the Progress of their Circuit, we, for all these Reasons, judge it necessary, in Addition to the Orders you have already received for securing the new Year's Collections, to recommend this Object to your most assiduous Attention. If you esteem it essential for this Purpose to hold the Pooneah in the Pergunnahs, you have our Permission to do so, and in making the Collections, you are to conform to the Kistbundy of last Year. If the present Farmers should decline rendering themselves responsible for their Rents, you must, of Necessity, appoint Sheikdars to collect them; but as the greater Confidence and Reliance to be placed in the Care and good Management of the Farmers is so very obvious, we enjoin you to employ your best Endeavours to continue to hold their Farms, and discharge their Rents, according to their late Agreements, until the Committee can arrive on the Spot to finish the Settlement.

“ We are well aware, that whilst the new Settlement thus remains in suspense, Opportunity is offered for withholding the Revenue, and occasioning Deficiencies. It is to prevent Effects of this Nature that we now give you these Orders, and we depend on your attending so strictly to the Business of Collections, as that none such will ensue.

" Your Remittances you will continue to dispatch as usual to the Chief and Council of Revenue at Moorshedabad.

" Coosimbazar,
the 11th July 1772.

" We are,

Sir,

Your most obedient humble Servants;
(No Signatures.)

" The same was written to

" Mr. G. G. Ducarel, Collector of	Purneah:
Mr. W ^m Harwood,	— Rajemihal and Boglepoor.
Mr. W. Barton,	— Tipperah.
Mr. Ch. Bentley,	— Chittigong.
Mr. C. W ^r Boughton Rous,	— Rajeshahy.
Mr. Cha. Purling,	— Rungpoor.

" To William Lambert Esquire, Collector of Dacca.

" The same was written with the following additional Paragraph inserted at the Mark *.

" We have further to require of you, to advise us whether the Talookdarry Lands of your District have ever had their Value ascertained by a Hushabood; and if they have not, we desire you will immediately appoint proper Persons to make such a Valuation, as without this it will be impossible to make a proper Settlement of the Revenue, or determine on the Rights and Privileges of the Talookdars.

" Mr. Middleton gives in the following Representation on the Subject of the Accounts which he is to prepare by Desire of the Committee.

" Since our Meeting of the 7th I have employed myself in taking the necessary Measures for supplying the Committee with the several Accounts they have required in the Extract delivered to me of their Proceedings; but as some Obstacles have occurred in the Execution of such Part of the Resolutions as are contained in the First and Second Paragraphs, arising from Circumstances peculiar to the Huzzoor Zillahs, which I imagine must have escaped the Notice of the Committee, I think it necessary before I proceed farther to lay before them the following Representation.

Mr. Middleton's Representation on Huzzoor Talooks.

" From Time immemorial it has been customary for the Zemindars, on falling in Arrear in the Payment of their Rents, to raise a Sum of Money for that Purpose by disposing of Part of their Lands, either voluntarily or by Compulsion of the Government. These Lands sometimes are entirely alienated, and become dependent only on the Khalsah, or they are annexed to the Domains of another Landholder who purchases them, or they are allowed to continue Mulcoory, that is, under the Jurisdiction of their former Zemindar, paying only the Tukfemy Revenue, with the Rate of Taxes imposed on the Rest of the Province; but in this Case they often afterwards find Means, either by Complaints or by the Interposition of powerful Interest, to procure an Order from the Government for their Dismemberment, authorizing them at the same Time to remit their Rents immediately to the Khalsah.

" From these several Methods of transferring Land, Alterations have incessantly taken Place in the Zemindaries, which, for Want of explicit and accurate Records, it would be now difficult to trace back to any particular Period, without relying in a great Measure for our Information on the Zemindars and Talookdars themselves.

" Extensive Zemindaries have in the Course of Time been dismembered into a Number of inconsiderable and independant Talooks; others, which now rank in the First Class, have been formed by uniting together several small Portions of Land obtained from different Zemindars; Silburris affords an Instance of the First Position, Rokunpoor of the Second. Silburris formerly paid a Revenue of upwards of a Lack and Fifty thousand Rupees; by successive Alterations it is now reduced to less than 50,000 Rupees. If the Measure in Agitation should take Place, and the Mahalls which have been separated from the greater Zemindaries should be re-annexed, Silburris will receive back Lands to the Amount of about 60,000 Rupees collected from the Presence; and as Impartiality requires that if the Huzzoor Zillahs are deprived of the Benefit of their Purchase and re-annexed, so those also which are absorbed into other Zemindaries should be restored to their original Proprietor: If so, Rokunpoor must not only yield up to Silburris its Acquisitions of about 80,000 Rupees; but being wholly composed of Lands obtained from other Zemindars, it must by this Plan of Restitution be totally annihilated.

" The Khas Talooks comprehend an infinite Number of small Portions of Land, which the Nabob, Sujah ul Dowlah, Jaffer Cawn, and Surfrauz Cawn, selected from several Zemindaries, to which they in general still pay the Rate of Land Rent originally settled. These being under the immediate Inspection and Care of Government, have, by the Establishment of Gunges and other salutary Measures, greatly improved, and now yield a Revenue much exceeding what they would have produced had they continued under the Zemindars; and were they now to be re-annexed, in all Probability a considerable Loss would ensue in the Decrease of their Value.

" Besides a Number of other Instances which might be produced, many of the Villages which originally pertained to Bherde, Mehbind, Coolberreah, &c. some of the Divisions of Cuttubpoor, Barbeck Sing, Fattypore, and which are each separate Zemindaries, have, by Purchase, Ulurpa-

tion, or other Means, become included in Rajeshaky. The Lands thus separated being long considered by the Possessor in the same Light as his own original Districts, little Care has been taken to mark their respective Boundaries, and in many Places it will now be found difficult to distinguish them, at least to effect it with Precision; to ascertain the Cause and Manner of each Disinfranchisement, and to arrange the Accounts afterwards in a new Form, will, I am apprehensive, retard too long the important Operations of this Committee.

" These Remarks I have thought it necessary to submit to the Consideration of the Committee, and shall be ready to follow such Instructions as they may in consequence think proper to give me.

Lies for Con-
sideration.

" Ordered, That it lay for the Inspection of the Committee.

" Warren Hastings,
P. M. Dacres,
James Lawell,
J. Graham."

To shew that the Board adopted, in every Respect, the Recommendation of the Committee as to the Points in which they agreed, and further, that they concurred with the Minority, of which Mr. Hastings was one, and appointed Rajah Goordass to be Dewan,

Read, from Book 189, the following Extract of a Secret Consultation of the 6th of August 1772, beginning at Page 330 of the same Book.

Secret Dept.
Thursday.

" Fort William, the 6th August 1772.

" At a Consultation; Present,
William Aldersey Esquire, President;
Richard Barwell,
James Harris, } Esquires.
Henry Goodwin,

Mr. Lane being returned from Jaffore, takes his Seat at the Board.

" The Board are unanimous in concurring with the Committee of Circuit, in the Appointment of Munny Begum to the Guardianship of the Nabob, and the Majority approves of the Appointment of Rajah Goordass to be Dewan. (a)

(Signed at the End of the Consultation)

" William Aldersey,
Richard Barwell,
H. Goodwin.

Read, also, from Book 180, the following Extract of a General Letter from the Governor General and Council to the Court of Directors, dated at Fort William, the 5th September 1772.

" To the Honble. the Court of Directors for Affairs of the Honble. the United Company of Merchants of England trading to the East Indies.

" Honble. Sirs,

" Par. 13. The Appointments which have been thought indispensable upon the Abolition of the Office of Naib Soubah, are as follows:—A Guardian to the young Nabob, a Dewan of his Household and for the Business of the Collections, a Dewan of the Khalsa. The Persons named to these Trusts are Munny Begum, (the Relict of the late Nabob Jaffier Ally Khan) Guardian Rajah Goordass, the Son of Maha Rajah Nundcomar Dewan, and Rajah Rajebullub, the Son of the late Maha Raja Dullubram, Dewan of the Khalsa.

" 14. The Nomination of Munny Begum to the Superintendence of the Household and Guardianship of the Person of the Nabob, is a Measure from which we expect the happiest Consequences: Her known Aversion to Mahomed Reza Cawn, and Opposition of Interests to his, renders her the fittest Person to eradicate his Influence in the Household, and her high Rank and Abilities equally qualify her to represent the Dignity of the Family, without any Danger to the Company from such Pretensions as might be apprehended from any Male Relation of Jaffier Ally Cawn, or from the Ambition of any other Man of Consideration to whom such a Trust might be delegated.

(Signed at the End of the Letter)

" Fort William,
the 5th September 1772.

" William Aldersey,
Thomas Lane,
Richard Barwell,
James Harris,
H. Goodwin."

Read, also, from the same Book, the following Extract of a General Letter from the Governor General and Council to the Court of Directors, dated at Fort William, 10th November 1772, Secret Department.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

" Honble. Sirs,

" Par. 14. We also acquainted you with our entire Approval of the Committee of Circuits Appointment of Munnee Begum: We have every Thing to expect from her Management in confirming the Plans of your Administration, and forwarding the Company's Views. She displays great Prudence in her Conduct, and carries herself with a Dignity becoming the Post she holds. We can say little of the Nabob himself, he seems to betray a Mind more neglected than really deficient at the Bottom. How far the Care of Munnee Begum may be able to bring him back to himself must be seen in future. In the mean Time the President, with her Approbation, has driven from his Presence some of the chief Minions of his Favour, and Instruments of his irregular Pleasures.

(Signed at the End of the Letter)

" Fort William,
the 10th November 1772.

" Warren Hastings,
R^t Barker,
W^m Aldersey,
Thomas Lane,
Rich^d Barwell,
James Harris,
H. Goodwin."

To shew, that a regular Communication was made at the Time to the Court of Directors by the Board, as to the Execution of the Order with respect to the Appointment to take Place on the Removal of Mahomed Reza Khan,

Read, from Book 180, the following Letter from the Governor General to the Secret Committee of the Court of Directors, dated at Cossimbuzar, the 1st September 1772.

" Cossimbuzar, 1st September 1772.

" To the Secret Committee of the Honble. Court of Directors for the Affairs of the Honble. United East India Company.

" Gentlemen,

" 1. This accompanies a Duplicate of my Letter of the 24th April last.

" 2. Since that Date I have duly received the Duplicate and Triplicate of your Commands of the 28th August 1771.

" 3. The immediate Departure of the Colbrooke, which sailed (as I recollect) the Day after my Letter of the 24th April had reached her, prevented my giving you further Intelligence of the Issue of the Measures which I had taken for the Arrest of Mahmud Rezza Cawn. As your Commands were peremptory, and addressed to myself alone, I carefully concealed them from every Person, except Mr. Middleton, whose Assistance was necessary for their Execution, until I was informed by him that Mahmud Rezza Cawn was actually in Arrest, and on his Way to Calcutta. To have consulted the Board on a Point on which your authoritative Commands had left me without a Choice, or to have desired their Assistance when I had sufficient Power to act without it, would have been equally improper:—But I will confess that there were other cogent Reasons for this Reserve. I was yet but a Stranger to the Characters and Dispositions of the Members of your Administration.—I knew that Mahmud Rezza Cawn had enjoyed the Sovereignty of this Province for Seven Years past, had possessed an allowed annual Stipend of Nine Lacks of Rupees, the uncontroled Disposal of 32 Lacks entrusted to him for the Use of the Nabob, the absolute Command of every Branch of the Nizamut, and the Chief Authority in the Dewanee; to speak more plainly, he was in every Thing but the Name the Nazim of the Province, and in real Authority more than the Nazim. I could not suppose him so inattentive to his own Security, nor so ill versed in the Maxims of Eastern Policy, as to have neglected the Means of establishing an Interest with such of the Company's Agents as, by actual Authority or by Representation to the Honourable Company, might be able to promote or obstruct his Views;—I chose therefore, to avoid the Risk of an Opposition, to put the Matter beyond Dispute, and then to record what I had done. The same Reflections occurred to me when I proposed to entrust Mr. Middleton with the Execution of your Commands, which might with more Certainty have been effected by an Order to the Commanding Officer of the Brigade stationed at Burrampoor; but this would have been productive of much Disturbance. I was convinced that I might securely rely on Mr. Middleton, and his Behaviour justified that Confidence: Indeed I am bound in Justice to bear the same Testimony to his faithful Attention to your Interests in many other Instances which I have had Occasion to experience of his subsequent Conduct, in which he has shewn

• Sic in Orig.

shewn himself a zealous Asserter of your Rights, and a Supporter of the Authority of your Government.

“ Your public Records will inform you, that Mahmud Rezza Cawn was brought, without Delay, to Calcutta, where he has been detained ever since in an easy Confinement: That it was judged adviseable and consistent with the Tenor of your Commands, that Rajah Shiteb Roy should be arrested and brought likewise to Calcutta. For the Particulars of these Transactions, and the Debates concerning them, I beg Leave to refer you to the Proceedings themselves, which will better explain, than I can, the Motives which influenced the Resolutions of the Board, and the Opinions of the different Members upon them. Something more may be necessary to be said concerning my own Conduct, which, as it was grounded solely on the secret Instructions which you had been pleased to give me for my Guidance, become a proper Subject of this Address.

“ It may, at first Sight, appear extraordinary, that Mahmud Rezza Cawn and Rajah Shiteb Roy have been so long detained in Confinement, without any Proof having been obtained of their Guilt, or Measures taken to bring them to a Trial. Very valid Reasons for this Delay have been assigned in our Minutes. I beg Leave to call to your Recollection, that by a strange Concurrence of unforeseen Causes, your Administration had, at this Time, every Object that could engage the Care of Government, War only excepted; all demanding their instant Attention,—the Settlement of the Revenue of Bengal; the Dismission of the Naib Dewan and Naib Subah of the Provinces; the Enquiry into his Conduct for a Course of Years preceding the Dismission of the Naib Dewan of Bahar, and Enquiry into his Conduct; the Establishment of the Dewannee on the Plan directed by the Honourable Company; the Arrangement of the Nabob's Household; the Reduction of his Allowance and Expences; the Establishment of a regular Administration of Justice throughout the Province; the Inspection and Reformation of the Offices at the Presidency; and independent of all these, the ordinary Duties of the Presidency, which, from the amazing Growth of your Affairs, were of themselves sufficient to occupy the whole Time and Application which we could bestow upon them, and even more than we could bestow, from the Want of a regular System, the natural Consequence of the Rapidity with which these Affairs have accumulated. So circumstanced, we were under an absolute Necessity to leave many Affairs suspended, that we might give due Dispatch to the Rest. The First in immediate Consequence claimed our immediate Regard. This was the Settlement of the Revenue. It was late in the Season; the Lands had suffered unheard of Depopulation by the Famine and Mortality of 1769. The Collections violently kept up to their former Standard had added to the Distress of the Country, and threatened a general Decay of the Revenue, unless immediate Remedies were applied to prevent it. The Farming System for a Course of Years, subjected to proper Checks and Regulations, seemed the most likely to afford Relief to the Country, and both to ascertain and produce the real Value of the Lands, without Violence to the Riots. It was therefore resolved, that this Business should first take Place; and it was deemed necessary for this Purpose, that a Committee composed of the Members of the Council should be appointed to carry it into Execution. The Arrangement of the Dewannee, and the Regulation of the Nabob's Household, were added to the Charge of the Committee; and as these comprehended the most valuable Parts of your Concerns, it was thought proper that I, as President, should be joined with it. This rendered it necessary to suspend the Trials of Mahmud Rizza Cawn and Rajah Shiteb Roy; and this Reason is assigned for it in our Minutes. Neither Mahmud Rizza Cawn, nor Rajah Shiteb Roy, complain of the Delay as a Hardship. Perhaps all Parties, as is usual in most Cases of a public Concern, had their secret Views, which, on this Occasion, though opposite in their Direction; fortunately concurred in the same Point. These had conceived Hopes of a Relaxation of the Company's Orders. Mahmud Rizza Cawn had even buoyed himself up with the Hopes of a Restoration to his former Authority by the Interest of his Friends, and a Change in the Direction; and his Letters, and the Letters of his Dewan to the City, declared these Expectations. I pretend not to enter into the Views of others. My own were these. Mahmud Rizza Cawn's Influence still prevailed generally throughout the Country. In the Nabob's Household, and at the Capital, it was scarce affected by his present Disgrace. His Favour was still courted, and his Anger dreaded. Who, under such Discouragements, would give Information or Evidence against him? His Agents and Creatures filled every Office of the Nizamut and Dewannee. How was the Truth of his Conduct to be investigated by these? It would be superfluous to add other Arguments to shew the Necessity of prefacing the Enquiry, by breaking his Influence, removing his Dependants, and putting the Direction of all the Affairs which had been committed to his Care, into the Hands of the most powerful or active of his Enemies. With this View too, the Institution of the new Dewannee * obviously coincided. These were my real Motives for postponing the Enquiry. Whether my Precautions will have their Effect, is yet a Question of Doubt.

* See in Orig.

“ 6. The same Principles guided me, though not uninfluenced by other Arguments of great Force, in the Choice of Munny Begum, the Widow of the Nabob Meer Jaffier, and of Rajah Goordas, the Son of Mahrajah Nund Comar; the former for the Chief Administration, the latter for the Dewannee of the Nabob's Household,—both the declared Enemies of Mahmud Rizza Cawn. To the latter indeed I was principally inclined by your Commands, and I hope it will appear that I have adopted almost the only Expedient in which they could be exactly fulfilled. You directed that: If the Assistance and Information of Nund Comar should be serviceable to me

in

in my investigating the Conduct of Mahmud Rizza Cawn, I should yield him such Encouragement and Reward as his Trouble and the Extent of his Services may deserve.' There is no Doubt that Nund Comar is capable of affording me great Service by his Information and Advice; but it is on his Abilities, and on the Activity of his Ambition and Hatred to Mahmud Rizza Cawn, that I depend for investigating the Conduct of the latter; and, by eradicating his Influence, for confirming the Authority which you have assumed in the Administration of the Affairs of this Country. The Reward which has been assigned him will put it fully in his Power to answer these Expectations, and will be an Encouragement to him to exert all his Abilities for the Accomplishment of them. Had I not been guarded by the Caution which you have been pleased to enjoin me, yet my own Knowledge of the Character of Nund Comar would have restrained me from yielding him any Trust or Authority which could prove detrimental to the Company's Interest; he himself has no Trust or Authority but in the Ascendancy which he naturally possesses over his Son. An Attempt to abuse the Favour which has been shewn him cannot escape unnoticed, and if detected may ruin all his Hopes. The Son is of a Disposition very unlike his Father—placid, gentle, and without Disguise; from him there can be no Danger.

" 7. You will perceive, by the Records, that this Appointment has not taken Place without Opposition from a Majority of the Gentlemen who form the Committee now at this Place. I know not whether you will approve or disapprove of the Silence which I have observed with respect to your Orders in the Arguments which I have used in Support of my Recommendation: My Reason was, that I thought the Measure in itself so proper, that I did not doubt of its receiving the Confirmation of the Board at large; and unless some material Advantage could be gained by it, I did not think myself at Liberty to divulge your Secret Commands. I am at this Time most firmly persuaded that no other Measure whatever would have been likely to prove so effectual, either for promoting the Enquiry which you have directed, or giving Strength and Duration to the new System.

" 8. I hope I shall not appear to assume too much Importance, in speaking thus much of myself in Justification of the Motives which led me to this Recommendation; that I had no Connection with Nund Comar, or his Family, prior to the Receipt of your Letter by the Lapwing; that on the contrary, from the Year 1759 to the Time when I left Bengal in 1764, I was engaged in a continued Opposition to the Interests and Designs of that Man, because I judged them to be adverse to the Welfare of my Employers; and in the Course of this Contention I received sufficient Indications of his Ill-will to have made me his irreconcilable Enemy, if I could suffer my Passions to supersede the Duty which I owe to the Company. My Support of Nund Comar on the present Occasion could not therefore proceed from Partiality:—It will be as obvious that my Preference of him to other Competitors could not arise from interested Motives. I may be charged with Inconsistency, but the Reasons which I have urged in the Minutes of the Committee in Support of this Measure will, I trust, acquit me to my Honourable Employers; and if my Conduct shall stand the Test of their Judgement, it is a Point of Duty to bear with the Reproaches of the uninformed Part of the World. To the Service of the Company, and to your Commands, I have sacrificed my own Feelings (pardon the Presumption of this Repetition); and I have combated those of others joined with me in the Administration of your Affairs. I claim your Approbation of what I have done, not as a Recompence of Integrity, but as the Confirmation of the Authority which you have been pleased to confide in me, and of your own which is involved in it.

" 9. I, with Pleasure, do Justice to the Committee, in declaring, that, strenuously as they opposed the Measure while it was a Point of Debate, it had no sooner received the Sanction of your Council, than they all concurred with me in supporting both that and the other Resolutions which were connected with it, as steadily as if they had never dissented from it.

" 10. The Appointment of Munnee Begum, I believe, will require no Apology: It was unanimously approved, and if I can be a Judge of the public Opinion, it is a Measure of general Satisfaction.

" 11. The only Man who could pretend to such a Trust was the Nabob Yeterám o'Dowla, the Brother of Meer Jaffier, a Man indeed of no dangerous Abilities nor apparent Ambition, but the Father of a numerous Family; who, by his being brought so nigh to the Musnud, would have acquired a Right of Inheritance to the Subahship, and if only One of his Sons, who are all in the Prime of Life, should have raised his Hopes to the Succession, it would have been in his Power at any Time to remove the single Obstacle which the Nabob's Life opposed to the Advancement of the Family; the Guardian, at least, would have been the Nazim while the Minority lasted, and all the Advantages which the Company may hope to derive from it in the Confirmation of their Power, would have been lost, or could only have been maintained by a Contention hurtful to their Rights, or by a Violence yet more exceptionable. The Case would be much the same, were any other Man placed in that Station. The Truth is, that the Affairs of the Company stand at present on a Footing which can neither last as it is, nor be maintained on the rigid Principles of private Justice. You must establish your own Power, or you must hold it dependant on a Superior, which I deem to be impossible.]

" 12. The Begum, as a Woman, is incapable of passing the Bounds assigned her; her Ambition cannot aspire to higher Dignity; she has no Children to provide for, or mislead her Fidelity; her

her actual Authority rests on the Nabob's Life, and therefore cannot endanger it; it must cease with his Minority, when she must depend absolutely on the Company for Support against her Ward and Pupil, who will then become her Master; of Course her Interest must lead her to concur with all the Designs of the Company, and to solicit their Patronage. I have the Pleasure to add, that in the Exercise of her Office, she has already shewn herself amply qualified for it, by her Discernment, Economy, and a patient Attention to Affairs.

" 13. In the Execution of your Commands of the 8th May 1771, I hope I shall not appear to you to have been guilty of Remissness. The Enquiry therein directed, I have been obliged to entrust to the previous Consideration of a Committee, the many weightier Affairs of your Government rendering it absolutely impossible for me to enter on a Scrutiny of that Nature myself, which, however, I mean to take up as soon as I conveniently can, after my Return to the Presidency.

" I have the Honour to be,
Gentlemen,

Your most obedient and faithful Servant,

" Warren Hastings."

To shew that the Court of Directors approved of all the above Arrangements, and in particular of the Appointment of Munnee Begum,

Read, from Book 176, the following Letter from the Court of Directors to the Governor General, dated 16th April 1773.

" Warren Hastings Esquire, our President and Governor of Bengal.

" 1. We have received, by the Nottingham, your Letter addressed to our Secret Committee, dated at Cossimbuzar the 1st September 1772, informing us of the Measures you had adopted for carrying into Execution the Orders of the Secret Committee, dated 28th August 1771, and of the Arrangements and Regulations which you deemed necessary for the Public Peace and Welfare of the Provinces; and although the Public Records to which you refer us are not come to hand, we assure you, that so far as we are enabled to judge of your Proceedings by your own Letter, and by that * our Council, received by the same Conveyance, they appear to us in the most favourable Light, the Steps you have taken judicious, and, indeed, the whole of your Conduct seems to have fully justified the Choice of the Secret Committee who entrusted to your Management the Execution of a Plan of the utmost Importance.

" 2. We have been long sensible of the utter Impropriety of lodging an absolute Power in the Hands of Mahomed Reza Cawn, but the Remedy was not without its Difficulties; we trust the Evil is on the Point of being eradicated. Inconveniencies generally attend great and sudden Alterations, but we dare * that your Agency will render them as few, as temporary, and as light as possible.

" 3. Although you will observe that sundry Changes have lately taken place in the Direction of the Company's Affairs at Home, those Changes will not in the least affect the Measures in which you are engaged; on the contrary, we take this early Opportunity, not only for testifying our entire Approbation of your Conduct, but of assuring you of our firmest Support in accomplishing the Work you have so successfully commenced; and we doubt not but it will issue in the Deliverance of Bengal from Oppression; in the Establishment of our Credit, Influence, and Interest in India; and consequently in every Advantage which the Company or the Nation may justly expect from so important a Transaction.

" 4. As you have distinctly marked in your Letter those Objects of Enquiry and Regulation which we should otherwise have pointed out to you, we assure ourselves that you will prosecute your Enquiries with Steadiness, Impartiality, and to full Effect, notwithstanding the many Difficulties and Temptations which we are sensible may be thrown in the Way of Persons engaged in Enquiries of this Nature, in order to weaken their Zeal for the Public Good, and to render their Endeavours ineffectual for the great Purposes of Reformation.

" 5. Your Attention to the Settlement of the Revenues as a primary Object has our entire Approbation; and it is with the utmost Satisfaction we observe that the farming System will be generally adopted, more especially as the Researches and Discoveries made in the Two preceding Years must have nearly ascertained the Value and Produce of the Lands, so that Impositions on the Part of the Farmers respecting the Value of the Lands, and Oppression of the Tenants, may, we hope, be easily avoided.

" 6. The Extirpation of Mahmud Reza Khan's Influence was absolutely necessary, and the Apprehending of Shitabroy equally so, as the latter had been too long connected with Mahmud Reza Khan to be independant of him; but if that had not been the Case, it would have been absurd to continue a Naib Dewan in the Province of Bahar after abolishing that Office in Bengal: And as to any Hopes which Mahmud Reza Khan may entertain of profiting by Changes in the Court of Directors, those Hopes must speedily vanish; for however different their Sentiments may be in some Particulars, they heartily concur in the Propriety and Necessity of setting him aside,

and

and of putting the Administration of the Company's Affairs in the Hands of Persons who may be rendered responsible in England for their Conduct in India.

" 7. Your Choice of the Begum for Guardian to the Nabob we entirely approve. The Use you intend making of Nundcomar is very proper; and it affords us great Satisfaction to find that you could at once determine to suppress all personal Resentment when the public Welfare seemed to clash with your private Sentiments relative to Nundcomar.

" 8. We observe with great Pleasure the Testimonial given by you of Mr. Middleton; you will assure him of our entire Approbation of his Conduct on this Occasion; and as the Committee have concurred heartily in supporting a Measure which in the Course of Debate the Majority had strenuously opposed, we cannot be dissatisfied with their Conduct, unless the Perusal of their Debates should oblige us to alter our Opinion respecting them.

" 9. As the Shortness of our Time will not permit us to be more particular, we can only repeat to you our Assurances of Protection and Support in carrying into full Execution the Arrangements you have so happily begun; and as we desire particularly that you will distinguish and encourage Merit wherever you find it, so do we most strictly conjure you not to suffer Rank, Station, or any Connexion or Consideration whatever, to deter you from bringing every Oppression to Light, and every Offender, Native or European, to condign Punishment.

" 10. If the Abolition of the Office of Naib Dewan, and stepping forth as Principals, should in any Degree alarm your European Neighbours, we rely on your Prudence for removing every improper Jealousy that may be entertained on this Account.

" 11. Notwithstanding this Letter is signed by us, the Court of Directors, we mean it as a Secret, and transmit it confidentially to you only; and we leave it to your Discretion to lay the Contents, or any Part thereof, before the Council, if Circumstances should in your Opinion render it necessary, or if you should judge it for our Interest so to do, and not otherwise.

" We are,

Your loving Friends,

" London,
16th April 1773.

" George Tatem,	H ^r Crab Boulton,
R ^d Hall,	Edw ^d Wheler,
Daniel Wier,	John Woodhouse,
John Michie,	John Harrison,
Samuel Peach,	W ^m James,
Joseph Sparkes,	Fred ^k Pigou,
J ⁿ Hawkesworth,	Peter Ducane junior,
T. B. Rous,	Peter Lascelles,
John Smith,	Hen ^r Fletcher,
Cha ^r Chambers junior.	Cha ^r Boddam,"

To shew that the Court of Directors approved of the Conduct of Mr. Hastings, and of the Council, with respect to the Enquiry made into the Conduct of Mahomed Reza Khan,

Read, from Book 58, the following Extract of a Letter from the Court of Directors to the Governor General and Council, dated 3d March 1775, beginning at Page 413 of the same Book.

" Our Governor General and Council at Fort William in Bengal.

" Par. 39. We have examined the separate Consultations of our President and Council, respecting Mahomed Reza Khan, and embrace the present Opportunity of testifying our Approbation of their Conduct during the Whole of that Enquiry. (a)

(Signed at the End of the Letter)

" London,
3d March 1775.

" George Tatem,	Edw ^d Wheler,
Pet. Lascelles,	John Harrison,
Joseph Sparkes,	J ⁿ Woodhouse,
John Smith,	Will ^m James,
W. G. Freeman,	Fred. Pigou,
R ^d Hall,	T. B. Rous,
J. Stables.	Cha ^r Boddam,"

The Counsel for the Defendant stated, they would next proceed to disprove the Assertion made by the Managers for the Commons, that the whole Powers of the Government were given to the Munnee Begum; for which Purpose they proposed to enter in this Place, First, the Requisitions made by the Begum; and Secondly, the

(a) Vide Appendix, N^o CCCLXIV.

Answer of the President, by Order of the Committee, to those Requisitions, of which the Managers had only given an Extract in Evidence.

Read, from Book 190, already delivered in, the following Consultation of the 14th September 1772, beginning at Page 531 of the same Book.

“ Coſſimbuzar, the 14th September 1772.

“ At a Committee; Preſent,
The Honble. Warren Haſtings Eſquire,
Samuel Middleton,
Philip Milner Dacres,
James Lawrell,
and
John Graham,

} Eſquires.

Requiſitions
made by
Munnee Be-
gum.

“ The Preſident lays before the Committee the following Papers of Requiſitions which he has received from the Begum.

“ Requiſitions made by Munnee Begum.

“ A Paper of Requeſts to which the Gentlemen of the Committee are to affix their Signature after Peruſal, that nobody hereafter may be able to obſtruct and oppoſe them.

“ 1ſt. There are ſeveral Officers who have Accounts with the Sircar, who make a Stand at the Settlement of them, which is the Occaſion of a great Loſs to the Sircar. Let the Gentlemen of the Committee affix their Signatures, that no one be permitted to make Recommendations in their Favour.

“ 2d. There are a few Servants, of whoſe Situations I have no Knowledge, and of whom I have no Acquaintance, who receive their Salaries by the Channel and Support of each other, which is the Cauſe of a Loſs. Let the Gentlemen of the Committee ſign, that no one makes Recommendations for their Eſtabliſhment.

“ 3d. That the Diſmiſſion and diſplacing of the Officers, and other Servants of the Sheriſhta Nizamut and Bhaleer may be under my Direction. Whoever I ſhall know as a Well-wiſher, and capable, I ſhall continue, and keep eſtabliſhed; and thoſe who are Ill-wiſhers, and incapable, thoſe I will diſmiſs, and turn from the Dependencies of Office. Let the Gentlemen of the Committee affix their Signatures that no one ſupports and makes Recommendations in their Favour.

“ 4th. The Kaus Talucs, and the Fougedarry of the City, was of old annexed to the Nizamut. It is now ſeparated, which is a Reflection and Loſs of Credit to the Nizamut. That they may, as formerly, be put under the Officers of the Nizamut, and that the Malguzary may be made through me, agreeably to the Bundebuſt which has ever been ſettled, and that I may be employed in the Tranſaction of the Buſineſs thereof. That the Gentlemen of the Committee affix their Signatures to this.

“ 5th. That in caſe of any Perſon complaining to the Council Adalut, or any where elſe, againſt the Dependants and Servants of the Sheriſhta Nizamut and Bhaleer, or any other of the Officers of the Houſehold, that no Peons be ſent for apprehending them, but the ſettling and adjusting their Affairs may depend upon me, and that the Complainant and Defendant be ſent to me, that no Reflection may attend the Affairs of the Nizamut. That the Gentlemen of the Committee affix their Signatures to this.

“ A true Tranſlation,

A. B. Goodlad,

Perſian Tranſ. to the Comm^r of Circuit.

☞ [“ Agreed, That the Preſident be deſired to write her an Answer; he prepares it accordingly; it is approved of, and is as follows: (a)] ☞

Answer by the
Preſident.

“ To Muñee Begum.

“ Some Time ago I received by the Hands of Raja Goordafs a Paper containing the following Requiſitions:

“ 1ſt. That ſeveral Officers make a Stand at the Settlement of their Accounts to the Loſs of the Sircar.

“ 2dly. That a few Servants whom you know nothing of receive their Salaries through each other, which is the Cauſe of a Loſs.

“ 3dly. That the Diſmiſſion of the Officers of the Sheriſhta Nizamut be under your Direction.

“ 4thly. That, as formerly, the Khafs Talucks and the Fouzedarry of the City be attached to the Nizamut, and the Malguzary made through you.

“ 5thly. That Complaints againſt the Dependants of the Sheriſhta Nizamut and Bhaleer be not heard by the Council Adalut; but that the ſettling of the Affairs of Plaintiff and Defendant may reſt with you.

“ And to these Requisitions you desire that the Gentlemen of the Committee may affix their Signatures.

“ I have consulted with the Committee upon these Articles, and I request that you will receive this as a Reply to them, in their Names and my own.

✍ [“ You are undoubtedly the Mistress to confirm, dismiss, and appoint whomever you shall think fit in the Service and Offices of the Nizamut; they are accountable to you alone for their Conduct, and no one shall interfere between you and them. Although I know that you in this Point have no View or Desire but what is entirely consistent with the Regard which you bear the Company, and the Continuance of that cordial Union and Connection of Interests which prevail between the House of the Nabob and the Company, which, by the Blessing of God, have taken stronger Root than ever since the Administration of the Affairs of the Nizamut hath been happily placed in your Hands; yet in a Writing of this Kind it is necessary that every Thing be clearly expressed, and therefore I beg Leave to remark, that as the Dewan and Pashker have received their Offices at the immediate Instance and Recommendation of the Company, it will be a Diminution of their Credit, and bear the Appearance of a Difference of Interest between us, if these Officers are removed but by the Concurrence of this Government. (a)]

“ With respect to the Khafs Talucks and the Foujdarry, the Emoluments of the Mahals have hitherto principally arisen from Fines and other Articles of the Bazy Jumma, which have been always complained of as a Source of great Oppression to the People;—for their Ease the Company have thought proper to abolish these Collections. In Conformity to their Sentiments therefore what remains of the Khafs Taluck was let out to farm a considerable Time before your Desire in that Particular was known; and the judicial Office of the Foujdarry has been annexed by a new Bundabust to the Court of Adaulut, so that nothing now remains of it but the Name; which, according to your Intimation, will continue to Meer Easif Allah Cawn; and in Lieu of the Profits annexed to the Office, I have proposed the Addition of 600 Rupees per Month to 400 which he already receives from the Nizamut, in the List of the Shigherdispecha which has been prepared and submitted to you for Confirmation.

“ As Two Courts of Adaulut have been formed at the City of Moorhedabad, for the Decision of all Disputes of Property, and for the Punishment of all Offenders; and as the Welfare and Dignity of every Governor depend on a due and equal Administration of Justice, without Distinction of Rank or Patronage, I hope you will consent that the Servants of the Sircar shall be so far amenable to these Courts, that they shall, when summoned, be made to appear before them, and to submit to a legal Examination; that if they shall be found innocent of the Charge alledged against them, they may be forthwith discharged; but if guilty, they may be sent to you with a Copy of the Sentence and Judgement of the Court, and the Execution thereof referred to your Orders.

“ By this Accommodation the Authority of the Courts will be maintained, and the Dignity of the Nizamut suffer no Diminution.

“ I shall be happy if the Determination of the Company upon the above Matters shall meet with your Approbation: I have been guided in them entirely by the Desire to support the Dignity and Interests of both the Sircar of the Nabob and of the Company, which are so mutually blended that they cannot be separated. I beg to be favoured with your further Sentiments upon them.

“ A true Copy.

“ A. B. Goodlad,
Persian Translator.

(Signed at the End of the Consultation)

“ Warren Hastings,
P. M. Dacres,
James Lawrell,
J. Graham.”

Read also, a further Extract from the same Consultation, beginning at Page 537 of the same Book.

“ Agreed, we address the following Letter to the Council of Calcutta.

“ To William Aldersy Esquire, &c. Gentlemen of Council, at Fort William.

“ Gentlemen,

“ It is with great Satisfaction we can now acquaint you, that we have finished the Business assigned to us at this Place. You have been duly advised, from Time to Time, of the general Line of our Proceedings; and the various Minutes transmitted to your Approbation upon the occasional Business of the Committee, leave no further Intelligence immediately wanting on these Heads. What is chiefly left for your Information at this Day, is the Settlement of the Revenues, for

(a) Vide supra, Page 979.

which we beg Leave to refer you to our Proceedings at large, which our Secretary will lay before you in a few Days: In the mean Time it may suffice to inform you, that we have concluded the Settlement of the Western Division of Rajeshahee and the other Huzzoor Zelas, and also of the Eastern Division of Rajeshahee, upon the best Footing that Times and Circumstances would admit of, and as such they will be submitted to your Approval.

" We have also to advise you, that for rendering more compleat the Establishment of the new Collectorships, and for affording Mr. Middleton the proper Assistance in the Departments committed to his Charge, we have thought fit, under your Confirmation, to make the following Appointments.

" List of Assistants in Proceeding of the 5th instant.
 " List of Dewans in D^o — 7th D^o.

" It is further, with no small Satisfaction, that we can inform you of our having compleated the arduous and disagreeable Task of a Reduction of the Nabob's Expences, and new Arrangement of his Household. In this we have endeavoured to proceed on a Plan of Equity and Economy, which we flatter ourselves will have the most happy Effect. The Particulars of the Establishments will be found in our Proceedings. We will only for the present say, that Lists of Servants, Officers, and Dependants of each Office of the Nizamut, have been fixed, and the Number and Charge reduced considerably within the Bounds of the Nabob's present annual Stipend. A Monthly Sum has also been settled for the Expences of each Department, which is, on no Account, to be exceeded.

" With respect to the Allowance of the Begum and the Dewan, we thought we could not be guided by a better Rule than that which our Honourable Masters have been pleased to prescribe on the Subject of the ostensible Minister which they mention for the Nabob's Affairs; as, in Fact, the Begum, the Dewan, and the Roy Royan of the Khalfah, stand in the Room of this Minister, we thought the Sum of Three Lacks allowed for him, would be properly divided among the Three; and we have settled it in the following Proportions :

" To the Munnee Begum	—	Rupees 1,40,000
" To Rajah Goordals Dewan, for himself and Officers	—	1,00,000
" To Rajah Rajobullub, Roy Royan of the Khalfah	—	60,000
		<hr/>
		Rupees 3,00,000

" As to the last we have to remark, that in his Share we had an Eye to his own Pretensions from the Company, independent of the Office. We should have esteemed a smaller Salary a competent Allowance for the Office of Roy Royan; but when we considered the great Claims he has in his Father's Services to the Company, the high Rank he has to support, the numerous Family that depend for Subsistence upon him, and the prodigious Reduction his Income has sustained in the falling in of his Father's Pension, we judged this a fit Occasion to shew the Generosity of the Company in the Division of the Three Lacks, without drawing it into a Precedent, or loading them with additional Expences *

(Signed at the End of the Letter, being the End of the Proceedings of the Committee,)

" Warren Hastings,
 P. M. Dacres,
 James Lawrell,
 J. Graham."

Then the Counsel for the Defendant informed the House, that the Managers for the Commons having stated (a) as a negative Presumption of Fraud in the Defendant, that " he never informed the Directors in the whole Course of his Correspondence that the Nabob Mobarik ul Dowlah had a Mother existing," they begged Leave to refer to a Letter from Mahomed Reza Cawn, which states the Existence of the Mother of the Nabob; and also to a Letter from the Begum Bebu herself; both already given in Evidence (b) by the Managers for the Commons: And they would next examine Mr. Hudson to prove that the above-mentioned Letters were transmitted to the Court of Directors.

Then the Witness was asked,

Q. At what Time was the Letter from Mahomed Reza Cawn of May 22d 1771, and the Letter from the Begum Bebu of June 15th 1771, both which Letters appear upon the printed Minutes of Evidence, Page 977, transmitted to the Court of Directors?

But the Book not being at Hand, the Counsel for the Defendant informed the House they would postpone the said Examination for the present.

(a) Vide supra, Page 977.

(b) Vide supra, ibid.

The Counsel for the Defendant stated they would next proceed to shew on what Grounds the Salary of Mr. Croftes was encreased on the Motion of Mr. Barwell ; for which Purpose they would read a Consultation of the 6th December 1776, of which the Managers for the Commons had given an Extract only in Evidence, tending to shew only the Fact of the Increase of Salary, and omitting the Rest of the Consultation which sets forth the Reasons for making such Increase.

Read, from Book 187, already delivered in, the following Revenue Consultation of the 6th December 1776, beginning at Page 203 of the same Book.

“ Fort William, the 6th December 1776.

“ At a Council ; Present,

The Honble. Warren Hastings Esquire, Governor General, President ;

Richard Barwell Esquire.

Lieutenant General Clavering indisposed.

Mr. Francis indisposed.

☞ [“ (a) Reconsidered Mr. Charles Croftes's Letter of the 23d December 1774, and entered on the Proceedings of the 15th August 1775.] ☞

“ Mr. Barwell.—Mr. Croftes having been appointed by the Court of Directors Assistant to the Controuling Council of Revenue at Moorshedabad, and recommended by them as a proper Person to have Charge of the Accounts, he was appointed to that Council, and remained there till it was dissolved in 1772, when he received the following Recommendation from them to the Governor and Council in Calcutta.

“ Extract of a Letter from the Chief and Council of Revenue at Moorshedabad to the Honble. the President and Council of Fort William, dated the 8th September 1772.

“ The Regularity and unwearied Attention which has constantly been displayed by Mr. Croftes in his Office of Accountant to the Dewannee, as well as in modelling the General Books, which have been established in that Department, upon an uniform clear and comprehensive Plan, as in expediting the Business of Accounts appertaining to the Revenue Branch in all its subordinate Articles have ever yielded us the utmost Satisfaction ; in Justice, therefore, to his Abilities, and a Conduct so truly deserving of Commendation and Applause, we cannot omit this public Testimony of our Approbation, not doubting but the same Motives which influenced us thus particularly to point him out to your Notice, will operate equally forcibly in his Favour with you, and induce you to bestow upon him that Countenance and Protection which we have ever considered due to his distinguished Merit.”

“ Having fulfilled the Duties of his former Station to the Satisfaction of his Superiors, it was thought proper, when the Revenue Department was removed to Calcutta, to appoint him Accountant General to this Department, as appears from the following Extract from the General Plan for establishing the Khalsa in Calcutta :

“ That it be recommended to the Board to confer this Office on Mr. Charles Croftes, the present Accountant of the Board of Revenue, whose Diligence and Practice in that Business, and the particular Instructions of the Honourable the Court of Directors, justly entitle him to that important Charge.”

“ After he had remained in this Employment for some Time the Governor and Council were pleased to honour him with the following Recommendation to the Court of Directors.

“ Extract of the General Letter from the Honble. the President and Council of Revenue at Fort William, to the Honble. the Court of Directors, dated the 5th January, 1773.

“ In this Place we beg Leave to refer you to the particular Recommendation made by the late Council of Revenue at Moorshedabad, in their Proceeding of the 8th September last in Favour of Mr. Charles Croftes, the Accountant to that Department, who is now employed as our Accountant General to the Dewannee, and from whose Services and diligent Attention to his Business, we hope to have the Accounts of your Revenues perfectly balanced in an uniform and regular Manner at the Expiration of every Season.

“ He continued in this Station till his Health was so much impaired that he was no longer able to attend the Duties of so laborious an Office, and a Change of Air became absolutely necessary. There was at that Time no other Appointment at the Subordinate vacant, except that of Accountant to the Burdwan Council, to which he was in Expectation of succeeding to a Seat in that Council on the first Vacancy ; but his Health amending he was induced to solicit the Permission of the Board to remain in his Station at the Presidency. He received this Permission as appears from the following Minute.

"The President begs Leave to acquaint the Board, that Mr. Charles Croftes, at the Time he solicited and obtained the Appointment of Accomptant to the Burdwan Provincial Division, laboured under a very severe Fit of an Indisposition, of which he had before had repeated Attacks; that this Circumstance in a Manner incapacitating him for Business, rendered him anxious to procure a Change of Air and Situation; but that having since perfectly recovered his Health, he is now desirous, with the Board's Approbation, of continuing to execute those Offices at the Presidency which they did him so much Honour in appointing him to at so early a Period of his Service. From the great Regularity and Assiduity which Mr. Croftes has hitherto testified in the Discharge of his Duty, the President doubts not the Board will readily consent to indulge Mr. Croftes in the Request which he makes."

"Agreed, that Mr. Croftes be permitted to continue in his present Offices, and that Mr. Fleetwood be appointed Accomptant at Burdwan."

"In 1774, Mr. Croftes had the Satisfaction to see his Labours noticed in a very distinguished Manner with the Approbation of the Court of Directors, in their General Letter of the 30th March 1774.

"Extract from General Letter from the Court of Directors, dated 30th March, 1774.

"The great Importance of our Revenue Accounts, and the Expediency of the most accurate Information that can be transmitted to us relative thereto, are Matters that we have so frequently dwelt upon, that it is with singular Pleasure we find the last Advices from your Presidency have furnished us with a clearer State of the Revenues of the Bengal Province than had been hitherto sent us, and we are glad to give this Testimony to the Ability and Assiduity of Mr. Charles Croftes, who has so well exerted himself in this Department.

"On inspecting the several Books that contain the Transactions of that Part of our Revenues, the several Accounts seem to be arranged with great Propriety and Perspicuity in the general State thereof, set forth in the Muxadavad Journal and Ledger, ending April 1772, received per Prince of Wales, and which are accompanied by the separate Accounts received from the Supervisors, which state, with great Precision, the several Charges;—we therefore, with Pleasure, express our Approbation of the Punctuality of Mr. Croftes in forwarding these last to us, as we are sensible the Adjustment of these must have been attended with considerable Trouble, and as they are the first Accounts of the Kind that we have received from any of the Districts.

"The Abstract of the Settlement of the Revenues of the Bengal Province for the Year 1773, and the Settlement of Demands, Receipts, and Balances of the same, received per Hector, exhibit in a clear and concise Manner the State of these Revenues, and appear to be drawn up with that Perspicuity and Accuracy that merit the Commendation we have already given Mr. Croftes, as a careful and able Accomptant; we therefore, in a particular Manner, recommend him to your favorable Attention."

"These Honourable Marks of the Approbation of the Court of Directors, and the strong Terms in which they have been pleased to recommend him to the Notice of the Governor General and Council, gave him every Reason to hope that they would be attended with some Advantages to him. He wished not to ask for any Thing but what he conceived he had Pretensions to. His Salary was in no Shape adequate either to the Importance, Responsibility, or Labour of his Offices. He conceived that a Request to grant him an Increase thereto, would not be deemed unreasonable, and with the Consent of the Members of the Administration, he addressed the Board in December 1774.

"Upon these Grounds [(a) I move, that the Office of Accomptant General be put on the same Footing as the Superintendent of the Khalsa Records, and that Mr. Croftes be allowed to draw henceforward the same Salary and House Rent as is drawn by the Superintendent of the Khalsa. Governor General.—I agree.

"Resolved, That the Office of Accomptant General be put on the same Footing as the Superintendent of the Khalsa Records, and that Mr. Croftes be allowed to draw henceforward the same Salary and House Rent as is drawn by the Superintendent.]

"[(b) Governor General.—Among the different Materials which will come before the Board for their Guidance in forming the ensuing Settlement, the accurate and distinct Accounts which are kept in the Office of the Accomptant General to the Revenue will form a considerable Part. These will require to be compared and elucidated with the Accounts which may be procured from the Districts. In this Branch of the Business, I am desirous of obviating the Inconveniencies of frequent and formal Applications for Papers to the Accountant's Office. I wish also to benefit by the Abilities and Knowledge of Mr. Croftes, which have been honoured with repeated Testimonies of the Company's Approbation, and from which, since the Removal of the Khalsa, I have derived essential Assistance; and I therefore propose that the Accomptant General to the Revenue Department be joined to the Gentlemen already appointed to prepare and arrange the Materials

(a) Vide supra, Page 991.

(b) Vide supra, Page 992.

for a new Settlement, for the special Purpose of assisting in forming such Accounts as have a Reference to the Offices now under his Charge, and for the general Conduct of the Detail of the New Office, so far as his other Duties will permit.

(Signed) "Warren Hastings."

"Agreed, That the Accomptant General be accordingly joined to Messrs. Anderson and Bogle for the Purposes mentioned in the Governor General's Minute.

(Signed at the End of the Consultation)

"Warren Hastings,
Rich^d Barwell."]

Read also from Book 187 the following Extract of a Revenue Consultation 10th December 1776, beginning at Page 386 of the same Book.

"Fort William, the 10th December 1776.

"At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Clavering,
Richard Barwell, } Esquires.
Philip Francis, }

Rev. Dept.
Tackley.

"The General delivers in the following Minute on the Resolution of the Board the 6th Instant to encrease the Salary of the Accountant General of this Department.

"It is always an invidious Task for a Member of the Council who is desirous of strictly discharging the Duties of his Station, to be under the Necessity of refusing his Assent to Propositions which are made to the Board for the Benefit of any of the Servants of the Company for whom he may entertain a Regard. The Proposal for augmenting Mr. Croftes's Salary to 1,200 Rupees per Month stands with respect to me in that Predicament. I must either depart from an Opinion which I have given on a similar Case, or incur the Odium of refusing to do Justice to the Merit of a Person which I should be glad to acknowledge in any Way that is not inconsistent with the Principles I have laid down for the Guidance of my Public Conduct. Had the Company been pleased to have left nothing to my Discretion on this Subject, I should have considered my Situation as more eligible, but compelled to decide I cannot give my Vote against my Opinion. I do not approve, nor do I think the Company will do it, of fixing Salaries by the Mode of comparing Employments held by Servants in the first Rank with others which are filled by Servants that are in the lowest Ranks.

General
Clavering.

"It appears from Mr. Barwell's Minute of 28th December 1774, that he approved of giving Mr. Elliot 1,200 Rupees per Month, because the Office that was intended for him was as important as any of the Chiefs of the Subordinates.

"Having fixed the Salary of that Office very high, he now thinks that the Accountant General should be put on the same Footing in every Respect.

"We ought to consider that the Salary of 1,200 Rupees per Month enjoyed by the Chiefs of Subordinates was even made a Standard by the Court of Directors for fixing the Salaries of the late Members of the Council who were Chiefs of Subordinates. Is then no Difference to be made between those who were at that Time the first in this Government and a Servant who is only a Factor? I believe Mr. Croftes is yet no more than a Factor any more than Mr. Bogle who has obtained the same Salary.

"It is therefore neither with a View to depreciate from the Merits of Mr. Croftes, nor to under-rate the Importance of his Employment, that I do not agree to augment his Salary to the Amount of 1,200 Rupees per Month, but to be consistent with myself. When the Office of Superintendent of the Khalsa Records was proposed, understanding from the Governor General's Introductory Minute that it was intended to be given to a Senior Merchant, I consented to the Allowance of 1,200 Rupees, but afterwards I objected to that Sum when I understood that the Office was to be held by a very Junior Servant, although I was as well inclined towards Mr. Elliot as any Member of the Board was, yet I would not allow my Inclinations to bias my Judgement, or give Room to the Court of Directors to think that the Post was expressly created for the Man.

"On the Appointment which has been lately made of Messrs. Anderson and Bogle, with Salaries of 1,200 Rupees per Month, by only the Governor General's casting Vote, it is worthy of Remark, how much the Governor General's Scruples are overcome since the Period of Mr. Elliot's Appointment, in respect to the Responsibility with which he thought himself charged for making so large an Allowance at that Time to any inferior Office, the Question whether Mr. Elliot was to have that Salary having been carried in the Affirmative by Colonel Monson concurring in it because he alledged that it was recommended from the Chair. The Governor General alarmed with this Acquiescence to his own Proposition desired Leave to have the Subject reconsidered: The Reasons he gave were, he thought the Amount of all Salaries or Emoluments to new-erected Offices ought, if possible, to pass with the unanimous Concurrence of the Board. Mr. Bogle and Mr. Anderson's Appointments have

have however, as I said before, been carried by his double Vote without any Scruples at all, as well as that of Gunga Govind Sing, their Chief, 1,700 Rupees per Month.

(Signed) " J. Clavering."

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Rich^d. Barwell,
P. Francis."

Read, also, the following Extract of a Revenue Consultation of the 20th December 1776, beginning at Page 489 of the same Book.

" Fort William, the 20th December 1776.

Rev. Dept.
Friday.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Clavering,
Richard Barwell,
and
Philip Francis, } Esquires.

" Read the following Letter from Mr. Charles Croftes.

Letter from
Mr. Croftes.

" To the Honble. Warren Hastings Esq. Governor General, and Council of Fort William.

" Honble. Sir and Gentlemen,

" I have been honoured with your Commands through your Secretary, informing me of the Increase you have been pleased to grant in my Salary, to putting my Office upon the same Footing as that of the Superintendant of the Khalsa Records. This Mark of your Favour, and Approbation of my Services, is more pleasing in the Honour, than Profit I acquire by it, and claims my warmest and sincerest Acknowledgement.

" If at the same Time I am testifying my Gratitude for one Benefit, I request a further Extension of your Favour, I hope it will not be deemed an Intrusion upon your Benevolence, but rather a Reference to your Candour and Justice in deciding upon the Indulgence I solicit for,—Arrears since the Month of December 1774.

" The Reason that then urged me to ask this Favour, was because the small Stipend I drew was in no Shape adequate to the Expences of residing at the Presidency.

" Although my Charges have by far exceeded my Allowances, and thereby considerably encroached upon my private Fortune, I deemed it highly improper to importune your Honorable Board by reminding you of my Request, convinced that if your more weighty Considerations made you postpone the Decision of it, you would not suffer me to be a Loser by the Delay, and I hope you will not think it unreasonable to allow me Half Pay from the above Date of December 1774 to the present Time; flattering myself, that the same Motives which have now induced you to grant me an Encrease, must have subsisted in equal Force at the Period of my first Application.

" I have the Honour to be,

" Fort William,
the 13th Dec. 1776.

With profound Respect, &c.

(Signed)

" Charles Croftes,
Accompt. Gen. to the Rev. Department."

" Governor General's Opinion.

" The Governor General is of Opinion, that Mr. Croftes's Request for Arrears should be granted. The frequent Recommendations that have been sent Home of Mr. Croftes from hence, the favourable Reception those Recommendations have met with from the Court of Directors, and the strong Manner which they have pointed him out to the Attention of this Government, justly entitle him to a Reward for his past Services. The very small Salary he has hitherto enjoyed for discharging the Duties of a very laborious Office has certainly been in no Shape adequate to the Expence every Person may necessarily incur for a Subsistence in this Country. The Court of Directors have, in more Instances than one, given a negative Approbation to Rewards conferred on those who have distinguished themselves in their Service. The Formalities which are necessary in the Grants of Pensions and Allowances from Home, may possibly have prevented the Court of Directors from giving their direct Sanction to an Encrease of Mr. Croftes's Appointments, and induced them to recommend him to this Board, in almost the same Terms as those in which Mr. Croftes had before been recommended to them; they have themselves pointed out the Difficulty they labour under in this Respect in the Eighty-seventh Paragraph of their General Letter of the 3d of March 1775, where they mention a Bye Law which restrains them from granting a larger Salary than One Hundred Pounds per Annum.

" It

" It therefore rests with the Board to make Mr. Croftes some Amends for his past Labours, and this in Effect is required by the Court of Directors in their General Letter of the 30th March 1774, who have so particularly recommended him as a Person worthy of Encouragement, which cannot mean that he should be taken out of an Office in which his Services have been found so useful for one less suited to his Abilities but more profitable; it can therefore only intend that the Office itself should be made more profitable to him by Addition to its Emoluments.

" For the above Reasons, the Governor General gives it as his Opinion, that he should receive his Arrears at the Rate of Sicca Rupees Six hundred and twelve per Month from the Time of his first Application, the 4th December 1774, to the 6th December 1776, the Day he received the Increase; that is to say, that the Difference between his late Pay and Allowances, and the Allowances lately granted be made good to him for the following Periods:

" His last Allowance was as follows:			
" Pay	—	—	S ^r R ^s 166 10
" House Rent	—	—	380 0
" Gratuity per Annum 500—or per Month	—	—	41 10
			<hr/>
			" Per Month 588 4
" The Allowance lately granted him per Month	—	—	1,200 0
" Difference to be made good to him from the 4th	December 1774 to the 6th December 1776, at		<hr/>
S ^r R ^s			612 per Month
—			

And that a conditional Bond for the Amount of his Arrears be granted to him from 6th December 1776, bearing Interest at the Rate of 5 per Cent. per Annum, payable on the 1st Day of August 1778, in case the Payment of it should not be forbidden before that Time by the Court of Directors.

" Warren Hastings."

" Mr. Francis—I acquiesce in the Governor's Motion.

" Mr. Barwell—I acquiesce in the Governor's Motion.

" General Clavering—Upon the Principles on which I objected to the Increase of Mr. Croftes's Salary, to the Amount of the Superintendent of the Khalsa Records; I am sorry to be obliged to object to the Propositions now made.

" Resolved, agreeably to the Governor General's Opinion, and ordered, that the necessary Directions be issued accordingly.

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Rich^d Barwell,
P. Francis."

To shew the repeated Recommendations of Mr. Croftes by the Court of Directors, Read, from Book 657, already delivered in, the following Extract of a General Letter from the Court of Directors to the President and Council at Bengal, dated 7th December 1769, beginning at Page 736 of the same.

" Our President and Council at Fort William in Bengal.

" Par. 12. We have also appointed Mr. Charles Croftes (who was to have gone out last Year as a Writer, but his own Affairs obliged him to stay in England) to take Rank as last of the Writers of last Year; and being well versed in Business, and particularly skilled in Accounts, that his Knowledge may be of Use to the Company, we direct that you employ him as one of the Assistants at the Board for the Collection of the Revenues of Muxadavad.

(Signed at the End of the Letter)

" London,
7th December 1769.

" George Cuming, G. Colebrooke,
W^m James, P. Cuff,
Cha^s Boddam, John Harrison,
John Motteux, J. Purling,
William Snell, Fred^k Pigou,
W. G. Freeman, H^r Crabb Boulton,
L. Sullivan, John Roberts,
H^r Fletcher,
Ben. Booth."

Read,

Read, also, from Book 58, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 30th March 1774.

“ Our Governor General and Council of Fort William in Bengal.

“ Par. 64. The great Importance of our Revenue Accounts, and the Expediency of the most accurate Information that can be transmitted to us relative thereto, are Matters that we have so frequently dwelt upon, that it is with singular Pleasure we find the last Advices from your Presidency have furnished us with a clearer State of the Revenues of the Bengal Province than had been hitherto sent us; and we are glad to give this Testimony to the Ability and Assiduity of Mr. Charles Croftes, who has so well exerted himself in this Department.” (a)

(Signed at the End of the Letter)

“ London,
30th March 1774.

“ George Cuming,	Edw ^d Wheler,
Joseph Sparkes,	John Harrison,
Pet. Lascelles,	John Woodhouse,
Cha ^r Boddam,	Samuel Peach,
Jn ^r Michie,	Fred ^k Pigou,
Cha ^r Chamberlain junior,	Daniel Wier,
R. Hall,	W ^m James,
John Smith,	J. B. Rous,
George Tatem.”	

Read, from Book 571, already delivered in, the following Extract of a Revenue Consultation of the 15th August 1775, beginning at Page 47 of the same Book.

“ Fort William, the 15th August 1775.

Rev. Dept.
Tuesday.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Read the following Letter from the Accomptant General to this Department.

“ To the Honourable Warren Hastings, Governor General, &c. Council of Revenue.

“ Honourable Sir, and Sirs,

“ I should think myself very deficient in Gratitude, were I not to express to you the high Sense I entertain of the distinguished Honour the Honble. the Court of Directors have been pleased to confer upon me in their Letter of the 30th March 1774, an Extract of which hath been communicated to me by your Orders. The Court of Directors have been pleased to make much more favourable mention of my Services than they deserve. It was nothing more than my Duty to exert myself in the Department in which I have been employed, and the Task was rendered less arduous under the Controul and Direction of so able and active a Superintendance. The distinguished Approbation of my Conduct from the Honourable the Court of Directors must be the greatest Encouragement to me to continue to exert myself in their Service, and the Length of Time that I have been employed as their Accomptant in the Revenue Department, makes me flatter myself that I should be able to acquit myself more to their Satisfaction in that Capacity than in any other. I shall therefore with Pleasure and Alacrity devote my whole Time and Attention to this Branch of their Affairs, and look for the Reward of my Endeavours in Prospect, when Time and Circumstances will admit of my being promoted to a Station of higher Importance and Advantage. But as the Court of Directors have been pleased to recommend me to your favourable Attention, I hope, Gentlemen, it will not be thought unbecoming in me, to represent to you in the Interim the heavy Expence I must indispensably incur by being obliged to reside at the Presidency, and that in Spite of the most rigid Economy my present Pay and Gratuity are in no Sense adequate thereto; my whole Time being taken up with public Business, I have little or none left to attend to other Concerns, which to others make a Residence at the Presidency less heavy and burthen-some.

“ I therefore humbly request that you will be pleased to allow my Case your favourable Consideration, and in lieu of my present Pay and Gratuity, to appoint me a Salary more adequate to my unavoidable Expences, and to the known Labour of a Post not attended with a single lucrative Emolument.

“ I have the Honour, &c.

“ Fort William,
the 23d Dec. 1775.

(Signed)

“ Charles Croftes.”

(a) Vide Appendix, N^o CCCLXV.

" Agreed, that Mr. Croftes's Application be referred to the Court of Directors in the next General Letter. Referred to the Court of Directors.

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

Read, from Book 108, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 16th April 1777, beginning at Page 557 of the same Book.

" Par. 33. The Merits and Services of Mr. Charles Croftes, your Sub-Treasurer and Accountant General to the Revenue Department, have been particularly noted by us in our Letters to Bengal; and as we are convinced of the Importance of those Stations, and willing to give due Encouragement to Mr. Croftes to persevere in the faithful Discharge of his laborious Employments, we direct that you put his Office of Accountant General upon the same Footing, with respect to Allowances and Emoluments, as the Office of Secretary to the Revenue Department."

The Counsel for the Defendant stated, they would next proceed to prove that 1,000 Rupees per Day were allowed by the Company to the Nabob of Bengal, during his Residence at Calcutta, for Entertainments; for which Purpose they desired Mr. Wright might be again called in.

Accordingly Mr. WRIGHT was again called in, and produced a Book, intituled, " Bengal Cash Accounts for the Year 1768," and was examined as follows:

Q. Do you find in that Book, Durbar Charges for the Year 1768?

A. Yes.

Then the Witness stated from the same Book as follows:

" 8th April 1768. By Durbar Charges.	R ^s .
" Sundry Presents to the Nabob Syf ul Dowlah — —	57,888
" For his Expences from 8th March to 7th April is Thirty-one Days, at	
Sicca Rupees 1,000 per Day, is Sicca Rupees 31,000, — Current Rupees	35,960
" Charges of Entertainment — — — —	13,176 "

Then the Witness produced another Book, intituled, " Bengal Cash Account for the Year 1769;" and proceeded to state as follows:

" 26th October 1769. By Durbar Charges paid to the Nabob Syf ul Dowlah, for his Expences from the 27th September to the 31st October, 35 Days, at 1,000 Sicca Rupees per Diem, is 35,000 Sicca Rupees.—Current Rupees 40,600.

" 8th November 1769. By Durbar Charges paid to the Nabob Syf ul Dowlah, for his Expences from the 1st to the 25th October, 25 Days, at 1,000 Sicca Rupees per Diem.—25,000 Sicca Rupees, or 29,000 Current Rupees.

" 31st December 1769. Paid to the Nabob Syf ul Dowlah, for his Expences from the 1st to the 31st December 1769, at 1,000 Sicca Rupees per Diem.—35,960 Current Rupees."

Then the Witness produced another Book, intituled, " Bengal Journal, February 1770."

The Witness stated from Page 193 of the same, as follows:

" By Durbar Charges paid to the Nabob Syf ul ul Dowlah, for his Expences from the 1st to the 12th January, at Sicca Rupees 1,000 per Diem.—Current Rupees 13,920.

Cross-examined, as follows.

Q. Who was Governor in the Years 1768 and 1769?

A. Mr. Verelst in the Year 1768 and 1769, and signed the Cash Accounts, except for December 1769, which is signed by Mr. Cartier.

Q. Do you find in any of these Entries, any Allowances made by the Nabob to any English Governor, to Governor Verelst, or to any other English Governor?

A. I have not examined the Accounts with a View to ascertain that Circumstance; speaking from Recollection, I think there is no such Thing.

Q. Whether this was at a Period of Time in which Covenants were made, that the Company's Servants should not take any Emolument from any of the Country Powers, above a certain Sum?

A. I believe it was.

Q. Do you find any Orders against giving to the Country Powers any Money?

A. I do not recollect whether there are any such Orders, or not.

Q. Whether a Governor, from the best Observations of this Book, who received Money which he was not allowed by his Covenant, must not have received it fraudulently?

The Question was objected to by the Counsel for the Defendant.

Q. Whether or not all fair and open Receipts of a Governor are not entered upon that Book,—whether allowable Receipts are not entered upon that Book?

The Question was objected to by the Counsel for the Defendant.

Q. The Question is, as to the allowable Receipts from the Country Powers?

The Question was objected to.

Q. (*by a Lord*). What is the Nature of the Book you have in your Hands?

A. The Two First Books are the Cash Accounts kept by the Governor for the Time being, who was also Cash-keeper—the last Book, the Bengal Journal, is framed by the Accountant of Bengal, from the Disbursements and Receipts of every Officer who has a Cash Account with the Company.

Q. (*by Managers*). Is there not an Article called Durbar Charges in that Account?

A. The Entries I have read are under that Head.

Q. What is the Meaning of the Words, “Charges Durbar.”

A. I do not think myself quite able to describe the Meaning; but from the Observations that I have made, I suppose it to be the Expences of the Governor in regard to the Native Princes and some others.

Q. Ought not the Receipts on the Part of the Governor, as well as his Payments, to be there entered?

The Question was objected to.

Q. Is that the Book in which his Receipts are entered?

A. Certainly.

Q. What Receipts?

A. To enable the Governor to make these Disbursements of the Charges Durbar, and others, made by him as Cash-keeper, the one Side states the monthly Receipts by the Governor for those Purposes.

Q. Do you find in that Receipt, any Entry of a Receipt by the Governor for his Expences at any foreign Court—at the Court of any of the Country Powers?

A. There is no such Entry in these Books.

Q. Do you know of any other Accounts, in any other Period before the Government of Mr. Hastings, in which there is such an Entry?

A. I do not remember any Receipts of that Kind brought to Account.

Q. (*Re-examined*). Whether any Receipts of the Governor at that Period, except such as are immediately from the Company's Treasury, are in those Accounts?

A. The Whole of the Receipts, with an Exception of One or Two small Instances, are from the Company's Treasury.

The Witness was directed to withdraw.

To shew, that the Court of Directors, with the Approbation of the Board of Control, ordered the Rohilla Prize Money to be distributed,

Read, from Book 528, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 14th March 1786.

“ Our Governor General and Council at Fort William in Bengal.

“ Par. 55. Having taken into Consideration your Proceedings in consequence of our Order, dated 11th April 1781, relative to the Donation of the late Vizier Suja ul Dowla to that Part of the

the Army in Bengal which was employed in the late Rohilla Expedition, we observe that on the 24th February 1784, you resolved that the Sum of Lucknow Sicca Rupees 10,50,000, which is included in the Estimate of Claims upon his Excellency the Vizier, to the End of the Fuzulee Year 1191, for the Army Donation, should be charged in the Account Current of the next Month to the Nabob's Debit as before; and that such a Proportion of the Sums monthly received on Account of the Assignment taken for the Amount of those Claims, as its Amount bears to the Whole of that Estimate, should be Monthly carried to the Credit of the Claimants of the said Donation. We approve of this Arrangement; and as it appears by your Account, Quick Stock, dated 30th April last, that nearly the Whole of this Sum had been received into the Treasury, we direct that you pay the same to the several Claimants or their legal Representatives, according to the Statement of the Distribution thereof, which is entered on your Consultation of the 1st of June 1778, and not otherwise.

(Signed at the End of the Letter)

" London,
14th March 1786.

John Morreau,	W. Devaynes,
Thomas Parry,	Nath. Smith,
Step. Lushington,	John Manship,
Jn. Townson,	John Roberts,
Paul le Mesurier,	Lionel Darell,
Ja ^s Moffatt,	John Woodhouse,
Samuel Smith, jun.	John Thomas Cheap,
Cha ^s Mills,	George Cuming,
	Jn ^o Michie."

Then the Witnesses produced a separate Paper, intituled, " Draft of Paragraphs of a Letter proposed by the Court of Directors to be sent to the Presidency of Bengal, Public Department," containing, among other Matters, the Paragraph last read.

Read, the following Extract from the same.

" Whitehall, March 13, 1786.

" Approved by the Board.

" Henry Dundas,
Walsingham,
Mulgrave."

The Counsel for the Defendant stated, that the Managers for the Commons having read a very small Part of a Consultation of the 28th of April 1772, they would now proceed to give the Whole of it in Evidence.

Read, from Book 189, already delivered in, the following Consultation of the 28th April 1772, beginning at Page 93 of the same.

" Fort William, the 28th April 1772.

Secret Depr.

" At a Consultation; Present,
The Honble. Warren Hastings Esquire, President;
William Alderley,
P. M. Dacres,
Thomas Lane,
Richard Barwell,
James Harris,
James Lawrell,
Henry Goodwin,
John Graham,

} Esquires.

" (a) Read and approved the Proceedings of the 16th instant.

" [The President informs the Board, that in consequence of Orders received from the Secret Committee by the Lapwing, and referred to in Paragraph the * of the General Letter from the Court of Directors which accompanied it, he has sent Instructions to Mr. Middleton to arrest the Persons of Mahomed Reza Cawn, and Rajah Aumret Sing his Dewan, and to send them under a Guard to Calcutta; that he has received Advice from Mr. Middleton that the same has accordingly been put in Execution. This Letter to Mr. Middleton, and Mr. Middleton's in Reply, he desires may stand on the Proceedings.]

President's Minute informing the Board of the Seizure of Mahomed Reza Cawn and his Dewan.
* Sic in Orig.

(a) Vide supra, Page 972.

" To

To Samuel Middleton Esquire.

" Sir,

" By the Lapwing's Packet, which arrived last Night, I received a Letter from the Secret Committee of the Honble. Court of Directors, in which they direct and enjoin me, immediately on the Receipt of the said Letter, to issue my private Orders for securing the Person of Mahomed Reza Cawn, and to bring him down to Calcutta.

" Their Commands are peremptory, and require immediate Execution; neither will the Urgency of the Occasion admit of Delay. Many Considerations induce me to delegate this Trust to you: Your Station and Authority point you out as the fittest Person for it, as the particular Confidence which I repose in your Integrity and Fidelity to our Common Masters, is a Pledge to me for your punctual and instant Discharge of it.

" This therefore is to require of you, that, upon the Receipt hereof, you do immediately arrest the Person of Mahomed Reza Cawn, and send him, under a sufficient Guard, to Calcutta, allowing him only the Time necessary for furnishing himself with such Conveniencies as he may want on his Way.

" Your own Disposition will make it needless to recommend that every Mark of Tendernefs and Respect be shewn him, consistent with the literal Performance of this Service; but it will be best to avoid a personal Meeting with him. I advise, but do not insist on this, leaving it to your Discretion.

" You will be pleased to keep a Guard on the House of Mahomed Reza Cawn, and suffer nothing to be removed from it until you receive further Instructions on this Subject, either from myself or the Select Committee.

" I must desire also that you will cause Rajah Aumert Sing, the Dewan of Mahomed Reza Cawn, to be seized and sent down to Calcutta.

" It is unnecessary to recommend to you the greatest Caution and Secrecy in the Conduct of this Business, that it may be the Cause of no Alarms or Disturbance.

" Fort William,
24th April 1772.

" I am, with much Esteem, &c.
(Signed) Warren Hastings."

" To the Honourable Warren Hastings Esquire.

" Sir,

" In Obedience to your Commands, signified to me in your Letter of the 24th instant, I have the Satisfaction to acquaint you, that I have this Morning seized the Persons of Mahomed Reza Cawn, and his Dewan, Aumrut Sing, and placed proper Guards upon their Houses and Effects.

" As you were pleased to intimate your Wish, that I should avoid a personal Interview with the Nabob, I deputed Mr. Anderson, One of my Assistants, to wait upon him with a Letter from me, and to communicate the disagreeable Orders I had received regarding him; at the same Time an Officer, with Eight Companies of Sepoys, was detached from the Brigade, to expedite the Execution of these Orders, and to guard against any evil Consequences which might have ensued in the City. Apprehending that this Alarm would occasion some Disturbance, I went myself with a Part of this Force, joined to some Companies of Pergunnah Sepoys, to the Kellah, with a View to explain the Matter to the young Nabob, and to obviate any Consternation or Surprise which might have seized him, from an Event thus sudden and unexpected, and at the same Time to prevent any Irregularities which, at this critical Juncture, the Nizemut Seapoys, or the Nabob's own Servants, might have been tempted to commit; but I had the Satisfaction to find, that however prudent Circumstances might have made these Measures appear, there was in Fact no absolute Necessity for their Adoption, for I did not discover the least Tendency to Tumult or Disorder throughout his Excellency's Dependants; and so little Inclination did Mahomed Reza Cawn shew to oppose or impede the immediate Execution of your Orders, that he was no sooner acquainted with the Purport of them, than he made a voluntary Resignation of himself and Effects to the Officer * to the Officer who was deputed to take him into Custody. And here I should not do Justice to the calm Submission with which he met his unhappy Fate, was I not to notice the Readiness he manifested to comply with your Orders in their fullest Extent; and so far from wishing to protract the Period of his Departure from hence, I can venture to assure you, you cannot be more impatient for his Arrival in Calcutta than he appears to be; and he accordingly proceeds on his Journey To-night, under an Escort of Two Companies of Sepoys, commanded by Lieutenant Lucas.

* See in Orig.

" He proposes embarking at Mirzapore, and will require Three Budgerows and Fifteen Baggage Boats for himself and his Dewan; these, with a small Addition to the Number of Boats for the Service of the Sepoys, I am to request may be dispatched from the Presidency with all possible Expedition.

" Moorajil, --
27th April 1772.

" I am, Sir, &c.
(Signed) " Samuel Middleton."

" As

" As the Purpose of the Secret Committee in their private Commands has been fulfilled, and as the Conduct of Mahomed Reza Cawn hath been referred by the Court of Directors to the Examination of the Board at large, the President thinks it necessary, as well for their Satisfaction, as to enable them more clearly to understand the Meaning of the Court of Directors, in the Restraint which they have thought proper to order on the Person of Mahomed Reza Cawn, to lay before the Board an Extract of such Part of the Orders of the Secret Committee as respect this particular Subject, which he desires may be recorded.

The President lays before the Board Extract of the Orders received from the Secret Committee.

" Extract of a Letter from the Secret Committee to the President, dated the 28th August 1771.

" In order therefore to make him amenable to a due Course of Justice, and to prevent the ill Consequences that might result from the Resentment and Revenge which he may conceive on the Knowledge of our Intentions, we hereby direct and enjoin you, immediately on the Receipt of this Letter, to issue your private Orders for securing the Person of Mahomed Reza Cawn, together with his whole Family and his known Partizans and Adherents, and to make use of such Measures as your Prudence shall suggest for bringing them down to Calcutta; and it is our Pleasure and Command that they be by no Means suffered to quit the Place, until Mahomed Reza Cawn shall have exculpated himself from the Crimes of which he now stands charged or suspected, or shall have duly accounted for the Revenues collected by him in the Chuckla of Dacca, and have made Restitution of all Sums which he may have appropriated to his own Use, either from the Dewanny Revenues or the Nabob's Stipends, and until also he shall have satisfied the Claims of all such Persons as may have suffered by any Act of Injustice or Oppression committed by him in the Office of Naib Dewan."

* Sic in Orig.

" The Board taking into Consideration the Company's Orders, as expressed in their Letter to the President, the Object it has in View, and the Measures that have consequently been pursued, and having received Information of the Nabob Mahomed Reza Cawn's near Approach to the Presidency, judge it * necessary to come to an immediate Determination in what Manner he shall be received; and having viewed the Subject in all its different Lights, have agreed in the following Resolution.

Board's Resolution in Consequence.

* Sic in Orig.

" Resolved, That they cannot, consistently with the Orders of the Company, and his present Situation, receive him with the Honours which were usually paid him on the Occasion of his former Visits to Calcutta.

" The Majority of the Board, however, considering the Rank of his Excellency Mahomed Reza Cawn, the Station he has filled, and the Character and Consequence he has held in the Empire of Hindostan by the Honours and Dignities conferred on him by the King, at the particular Instigation of Lord Clive and his Council on the Part of the Honourable Company, judge it proper that One of its Members be sent to intimate to him the Cause of his Seizure, and to inform his Excellency of the Points on which the Honourable Company express their Displeasure, and that they look to us to obtain Satisfaction from him, for the Injuries which they conceive their Affairs to have sustained by his Mismanagement and corrupt Administration.

" Resolved in consequence, That Mr. Graham be appointed to wait upon his Excellency on his Arrival at Chitpore; and upon that Gentleman's Motion for particular Instructions to regulate his Conduct in the Discharge of so irksome a Duty,

" The Board is of Opinion, he should be furnished with a Letter from the Governor to the following Purport.

" Copy of a Letter from the Governor to the Nabob Mahomed Reza Cawn.

" I have already, in a former Letter, acquainted you in Part with the Orders which I have received from the Company: The particular Causes which have induced the Company to require your Presence in Calcutta you will be informed of verbally by Mr. Graham, whom I have deputed for that Purpose to meet you, and to give you such Assurances of the equitable Intentions of the Company, as the Occasion may require."

" And that he further inform the Nabob, in general Terms, of the Heads of the Accusations laid to his Charge, which will afterwards be properly digested and delivered to him in Writing. He is also to acquaint his Excellency, that it is left at his Option, either to remain at Chitpore, or proceed to his House in Calcutta: And should he find the Nabob under any Apprehension or Alarm for the Safety of his Person, he is to remove such wrong Impressions, by giving him full Assurance of his personal Safety: And further, to dissipate all groundless Fears, it becomes necessary he should give his Excellency a competent Idea of the Honourable Company's Intention in his Seizure, which is merely to render him amenable to a due Course of Justice.

" The President, Mr. Aldersey, Mr. Harris, and Mr. Goodwin, beg Leave to enter their Dissents to the last Resolution.

" I think that deputing a Member of the Council to meet Mahomed Reza Cawn at Chitpore, though not meant as a Mark of Respect by the Board, must have that Appearance in the Eyes of People in general; and I apprehend the Company will also deem it as such, which I take to be

Mr. Goodwin's Minute.

the Conclusions which he must necessarily form with regard to himself, may put it in his Power to elude any Enquiry into his Conduct, either by private Collusions with his Agent, or by Flight;

" The Board are of Opinion that it will be equally necessary to lay an immediate Restraint upon his Person, and that of his Dewan also.

President to
write to the
Chief of Patna
to apprehend
Shitabroy.

" Agreed, therefore, that the President be requested to write to the Chief of Patna for the above Purposes, in like Manner as he has written to the Chief of the Durbar.

" Warren Hastings,
W. Aldersey,
Thomas Lane,
James Harris."

The Counsel for the Defendant informed the House that the Managers for the Commons having stated in Page 1105 of the printed Minutes, " that they would falsify the Letter of the Defendant to the Court of Directors of the 29th November 1780, in all its Parts;" they would next proceed to prove that the Present from Sadanund was received by Mr. Hastings at the Time and for the Purposes by him stated in the above-mentioned Letter of the 29th November 1780.

Read, from Book 26, already delivered in, the following Extract of a Consultation of the 12th June 1780, beginning at Page 452 of the same Book.

" Fort William, the 12th June 1780.

Secret Dept.
Monday.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Philip Francis, Esquire.
Mr. Wheeler, indisposed.

Lieut. Gen. Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

Governor
General.

" The Members of the Board have been furnished with Copies of the Letters which have been written to Moodajee Boosla and his Dewan, to Benarem Pundit their Vakeel or Minister at this Government, containing in a very long Detail the Motives and Views of the Government of Berar. These I think improper to be entered on our Records, but I recommend them to the Attention of the Board, in their Consideration of the Conduct which we are to observe towards that Government.

" From the Declarations made in these Letters, and from other Advice, it appears, that urged by the Demands of the Administration at Poonah, and the Menaces of the Nabob Nizam ul Mullock, the Rajah hath levied a considerable Force, said to consist of 50,000 Horse, ostensibly destined to co operate with the Peshwa, by invading Bengal and the Dominions of our Ally the Nabob of Oude; that one Division of 30,000 Horse, commanded by Chimnajee Boosla, the Rajah's Second Son, has been accordingly dispatched to our Frontier by the Road of Cuttack, and has been some Time since arrived in the Neighbourhood of that City, where it is proposed that he shall canton during the Rainy Season.

" The Rajah and his Dewan both profess the most steady Attachment to the Company, and a Resolution to preserve the Peace and good Understanding which have subsisted between that Government and the English since the Period in which the latter first obtained a Share in the Political Concerns of these Provinces.

" These Professions have been repeated in all their Letters, and sanctified by the most solemn Attestations. However suspicious such voluntary Protestations may generally appear, there can be no valid Reason for refusing a certain Degree of Credit to them on the present Occasion, as they are perfectly consistent with what we know to be the Interest of the Boosla Family, and with the Conduct which it has invariably observed towards the Government of Bengal, from the Accession of Jannoojee to the present Time. Its natural Enemies are the Chiefs whose Dominions border immediately upon the Districts of Berar, and lie in many Places intermixed with them; that is to say, the Peshwa, Nizam Ally Cawn, and Mahadajee Scindia. The Company cannot be regarded in the same Light, because the Line of Country which joins their Possessions to Berar is so wild and uncultivated that no Cause of Competition can arise respecting it; and the Territories of each, in these Parts, yield little Advantage to the Proprietors. The Claim of the Berar Government to the Chout of these Provinces is so antiquated, that though it might be revived as a Pretext, it could never operate as an Inducement to invade them, on any other Principles than those which are the Grounds of original Conquest, nor could such an Enterprize be formed without great and certain Hazards, a Length of Hostilities, and a proportionate Expence to which the Resources of Berar are inadequate, and the Exposure of its own internal Possessions to the Ambition and Rapacity of its Neighbours.

" The Habits of a long Intercourse of Friendship, and the Benefits which are mutually and equally derived by both Governments from a Continuance of the same Degree of Union, may likewise

likewise be assumed as Arguments of the favourable Disposition of that Government towards this, even under the present Appearances; yet the contrary, notwithstanding the strong Grounds which appear for this Conclusion, may be the Case, and even with the best Intentions the Steps through which the Berar Government, in the Accommodation of an ostensible Plan to its own secret Wishes, may be insensibly led, may terminate in Hostilities against us.

" From the Whole of this Review, it appears to be the proper Policy of this Government to consider and treat that of Berar in the Character which it professes, but to guard against the Possibility of its becoming hostile to us.

" This Policy at the same Time fortunately coincides with the present Views of that Government, and may be made to promote them. The Rajah and his Minister have from the Beginning expressed the strongest Desire to become the Mediators of Peace between us and the Marattas; and this Desire is more strenuously urged in their last, than in any of their former Letters, which may be accounted for on good Grounds, for it is certainly their Interest to be the Instruments of bringing the War to a Termination, by Means which must enhance their Consequence and relieve them from certain Difficulties and Expence. The Rajah informs us, that he has written to the Peishwa, and offered his Intercession to accommodate Matters with us, confiding in the Assurances given him by this Government of its Willingness to agree to Peace through his Mediation, and to his Guarantee for the Maintenance of it, and has proposed that his Dewan shall come to Balasore or Benares, with Credentials and full Powers from the Peishwa to negotiate and conclude a Treaty of Peace.—Let us avail ourselves of this favourable Disposition.—Let his Mediation be accepted, and his Dewan invited to come for that Purpose to Calcutta. I am firmly of Opinion that Peace can only be accomplished by this or some other Mode that shall put the Negotiations for it within the Reach and immediate Controul of this Government. The Seat of War is not the Soil adapted by Nature for the Growth of Peace; yet, while every Means are employed to promote this End, we must not slacken in those which may give us an Advantage in the War, if our Hopes of a speedy Termination of it should be frustrated. On the contrary, this * Season and these Hopes require a redoubled Exertion on our Part in the Prosecution of the War, as a necessary Concurrence with the Measures which we may take for the Conclusion of it. For this Reason, I recommend that the Orders lately passed for the Reduction of Captain Popham's Detachment be suspended; that the Sepoys of the Detachment be immediately formed into Three regular Battalions, and added to the Detachment allotted to Major Camac. Let it be given in Instructions to Major Camac, if he should find it practicable to march his Detachment, in Conjunction with the Forces which the Rannee by Treaty will be obliged in such a Case to furnish, directly to Oogee, the Capital of the Territory dependant on Madajee Scindia. This cannot fail to divert him from the War in the Guzzerat, and by bringing it Home to his own Interests, which have hitherto been wholly exempt from it, induce him to be an equal Solicitor for Peace, to which at this Time he appears to be the only Impediment. In Effect, all Advices confirm the Information contained in the Berar Letters of the Opposition of Scindia's Wishes, to those of the Minister in this particular Instance. The only Obstacle to this Design is, the Force which the Maratta Government actually possesses at Calpee and Bundelcund. A discretionary Power should be given to Major Camac to remove this by any Means, either by Negotiation or Force, which he shall judge necessary, and which shall not be likely to detain him from his main Object. From all the Intelligence which has been lately received from that Quarter, this appears to be no difficult Work, as the Maratta Power in that Country is not in itself very considerable, and those who possess it are disaffected to the Government on which they depend. The Purpose of undertaking this Expedition and its Motives may be communicated to Moodajee Boosla. He cannot disapprove it; nor is it likely to give such Offence to the Minister of Poona, whose Jealousy to Madajee Scindia is well known, as to excite in his Mind any new Objection to Pacification.

" By the proposed Plan of Operations the Subsidy which we have hitherto received from the Ranna of Gohud will cease; all that we can require of him will be to join our Forces with the Quota of his Troops stipulated by the Treaty. It will therefore become necessary to provide a Military Fund for the Payment of this Detachment. I propose to the Board, as the Season is now approaching in which our Demands upon Rajah Cheit Sing, for the Payment of his annual Contribution towards the Expence of the War, should be made, we do immediately instruct our Resident at Benares to apply to him for the Sum of Five Lacks of Rupees; which Sum I propose shall be appropriated solely to the Payment of Major Camac's Detachment.

" If the Board agree to this Plan, it will be necessary to make some Alterations in our late Orders, and these I shall reduce to distinct Propositions.

" 1st. That the Order for the Return of Captain Popham's Detachment be countermanded.

" 2d. That the Sepoy Drafts of that Detachment be immediately formed into Three Regular Battalions.

" 3d. That the Three Senior Captains now with the Detachment be appointed to the Command of these Battalions, and that the Commander in Chief be requested to issue the necessary Orders for completing them with Subaltern and Native Officers.

" 4th. That to complete these Battalions with their Proportion of Ordnance, Two 6 Pounders be added to the Guns now with Captain Popham's Detachment.

" 5th. That these Battalions be added to the Detachment already ordered to be put under the Command of Major Camac, and the whole formed into a separate Corps during the Continuance of the present Service.

" 6th. That in Addition to the Guns attached by the Regulation to each Battalion of Sepoys upon Service, Two Twelve Pounders, the Howitzer now with Captain Popham's Detachment, and Two Cohorns, be ordered to join Major Camac's Detachment.

" 7th. That the Board of Ordnance be requested to issue Orders for supplying Major Camac's Detachment with the above-mentioned Ordnance, and the Proportion of Ammunition and Stores agreeable to the Establishment, either from Cawnpore or either of the Military Stations contiguous to it.

" 8th. That a Brigade Major and an Aid de Camp be added to the Staff of Major Camac's Detachment in consequence of the additional Strength of it.

" 9th. That the Secretary be directed to draw out Instructions for Major Camac from the preceding Minute.

" I entreat the Board to give me their Support in the Prosecution of this Plan. If they have been from its Commencement averse to the War, let them join with me in prosecuting it with Vigour to its speedy Termination. If they consider themselves as free from the Responsibility of it, let them allow me to acquit myself of mine. I wish I could venture my Life upon the Consequences. I know the Man who is to conduct it, and am certain that if the Design is practicable, he will execute it to its fullest Effect, nor am I fearful of the Inference which this Declaration may draw upon me for the future Event of it. (a)

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw^d. Wheler."

Read, also, the following Extract of a Consultation of the 19th June 1780, beginning at Page 464 of the same Book.

" Fort William, 19th June 1780.

" At a Council; Present,

" The Honourable Warren Hastings Esquire, Governor General, President;
Philip Francis, } Esquires,
Edward Wheler, }

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" Minute from Mr. Francis and Mr. Wheler.

Secret Dept.
Monday.

Messrs.
Francis and
Wheler's
Minute, Date
15th June.

" Convinced as we are of the indispensable Necessity of bringing the present War, if possible, to a speedy Conclusion, we shall heartily join in the Support of every Measure which appears to have Peace for its Object, and which carries with it any reasonable Prospect of Success. On this Principle we agree with the Governor General, that it may be advisable to avail ourselves of the favourable Disposition of the Berar Government, and to invite the Rajah's Dewan to come for that Purpose to Calcutta. The Motives assigned for his late Conduct, and for the March of a Body of his Troops to Cuttac are plausible at least, and appear to be confirmed by the Delays with which it has been attended, and by their present Inactivity. The Desire he professes of becoming the Mediator of Peace between us and the Marattas, seems likely to be sincere; because we believe it to be founded in the Consideration of his own Interest, and because it is conformable to the Language which he has uniformly held to us: We do not mean to say that Evidence of this Nature is to be implicitly depended on; but it is now so essentially our Interest to secure the Friendship of Moodajee Boosla, or at least to prevent his acting against us, that we should think it imprudent to discover any Doubt of his Sincerity. It cannot be very difficult to maintain the Appearances of the most perfect Confidence in his good Faith, without suffering it to mislead us, or neglecting any of those Precautions which our Situation dictates, and which are never more necessary perhaps than in the midst of Security. We therefore agree with the Governor General in this Part of his Minute; but we find with extreme Concern that it is impossible for us to give our Assent to the subsequent Proposition. The Reasons for which we object to it shall be stated briefly, without reviving former Arguments or reflecting on any Thing that is past. Taking our Situation as it stands, we declare it to be our most deliberate Opinion, that a Peace is indispensably necessary to save the India Company, and every Interest connected with theirs, from the greatest Distress, if not from certain Ruin; and that at whatever Distance this Object may be, it is not practicable for us to continue the War on any Terms without a very considerable Reduction in the Expence of conducting it. In the former of these Opinions we have never varied, in the latter we are sure of the Governor General's Concurrence. On this general Ground we object to the proposed Measure.

" 1st. Because it reverses a Resolution very lately past with the unanimous Approbation of the Board, for recalling and reducing Captain Popham's Detachment; the extra Expence of which, beyond our regular Establishment, amounting to Current Rupees 91,332 a Month, would be saved, and their Place supplied by Four regular Battalions.

" 2d. Because by the proposed Plan of Operations, the Subsidy to be paid by the Rana of Gohud, and of which we believe no Part has hitherto been received, is to cease, and our Resources to far forth diminished.

" 3d. Because at a Time when it is admitted that the War cannot be continued without a very considerable Expence, we cannot consistently with that Principle engage in a Measure which supposes the contrary to be true, and which in our Judgment leads to an Addition of Expence, which we cannot limit when once it is begun, and which we are very sure this Government is not in a Condition to support. We have seen into what enormous Charges we have been drawn by the Detachment under General Goddard, the Strength of which does not exceed that proposed to be placed under Major Camac. We have seen the Expences of a Detachment of only Two thousand Drafts, under Captain Popham, swelled to more than Ninety-one thousand Rupees a Month; and we firmly believe it to be an Evil inseparable from distant Military Operations in this Country, that the Charge of them can neither be limited nor controuled. We do not mean to dispute the Propriety of the Governor's personal Confidence in Major Camac, but in our Minds such implicit Confidence cannot exist without Experience, much less in Opposition to that with which the Conduct of similar Expeditions has already furnished us: In this Observation we allude only to the Expence that attends them.

" 4th. Because the proposed Anticipation of the Demand of Five Lacks of Rupees from the Rajah of Benares, and the sole Appropriation of it to this Service, is no Relief of Expence or Increase of Resource, since the above Five Lacks make Part of our general Estimate of Resources for the Service of the current Year, and if applied to any Service not provided for in the same Estimate, will leave a Deficiency which must be made good out of some other Fund.

" 5th. Because it appeared to us, that the State of our Treasury is not in any Degree equal to the existing and encreasing Demands which press upon this Government. The apparent Balance on Monday last, including the Deposit in the New Fort (without which we should consider ourselves as totally unprovided for Measures of immediate Defence, if such should become necessary,) amounted to no more than Current Rupees 42,09,453. Deduct the Deposit in the New Fort, and let the Account be stated as it will then stand, and as it ought to stand.

Dr.	C. Rs.	
Deposits of Private Property -	14,87,958	Remainder after deducting the
Amount of Orders unpaid -	20,86,949	Sum in the New Fort
Bills drawn by General Goddard		Balance or actual Debt against
unpaid - - - }	1,73,999	the Treasury
	<hr/>	
	37,48,906	<hr/>
		37,48,906

" This View of our Situation undoubtedly leads to other important Conclusions. That to which we mean to confine it at present is, that we are in no Condition to undertake new Expences, nor, if our Treasury were better supplied than it is, should we think it prudent to expose ourselves to the Demands of another Expedition, in the Plan of which we see no essential Difference from that which still exists under General Goddard.

" 6th. Because admitting that all the preceding Objections on the Head of Expence could be answered or removed, we are not satisfied that the Plan itself would either end where it professes to be directed, or that this is the Season in which it ought to be attempted on its own avowed Principles. The declared Purpose of the Expedition is to invade Madajee Scindia's Country, and to attack his Capital Ugein, in order to divert him from the War in Guzerat to the Defence of his own Territories. We understand and admit the Force of this Argument, though in our Judgment over-balanced by other Considerations, independent of which we should only object to the Time chosen for the Expedition, and to the unnecessary Charge of keeping up Captain Popham's Detachment. If it be meant to withdraw Madajee Scindia from the War in Guzerat, and to distract his Force and Attention from that Country to his own, it seems to us that the Attempt should be made as soon as possible after October, when General Goddard might be at Liberty to co-operate with it and to favour its Success by a similar Diversion on his Side, not in the midst of the Rains when General Goddard's Army is in Quarters and unable to take the Field. The manifest Advantage of having the Two Armies acting in Concert and dividing the Attention of the Enemy between them would be lost, if they were not both in the Field at the same Time. But this and every other Objection to the Measure, is in Fact removed by the Instructions which immediately follow it, and which in our Opinion are wholly inconsistent with the first proposed Object. Major Camac is to be intrusted with a discretionary Power to remove the Force which the Maratta Government possesses in Culpce or Bundelcund (and which is said to be the only Obstacle to the main Design) by any Means, either by Negotiation or by Force. If it be true, as we are sure it is, ' That the Maratta Power in that Country is not very considerable, and that they who possess it are disaffected to the Government on which they depend, such a Power can form no Obstacle to the Execution

Execution of the main Design, nor can we ever admit of the Validity of such a Pretence for invading Bundelcund, which we conclude would be the first, if not the only Effect of the Expedition. At all Events the Latitude given to Major Camac leaves him at Liberty to pursue whatever Plan he thinks proper. But if instead of proceeding towards Madajee Scindia, the March of this Detachment should once be directed by the opposite Route to the Capital of Bundelcund, he will naturally conclude that the Possession of this Country is our true and only Object; of Course he will have no Apprehension of the Safety of his own.

For these Reasons we are of Opinion, that the Resolution of the Board of the 29th May, for the Recall and Reduction of Captain Popham's Detachment, &c. should not be suspended.

" P. Francis,
Ed^d. Wheeler."

Read, also, a further Extract from the same Consultation, beginning at Page 473 of the same Book.

" The Minute which follows having been sent by the Governor General to the Secretary on Saturday, and having been circulated and agreed to, the proposed Orders were accordingly issued.

Governor
General's
Minute.

" The Governor General.—The Majority of the Board having rejected all the Propositions which were contained in my Minute of the 12th Instant, excepting the 6th and 7th, which do not appear to have been included in their Exception to the general Propositions; I now beg Leave to repeat them, and as it appears by the accompanying Letter from Captain Brown, that he has left his Field Pieces and Tumbrils behind him, I shall propose,

" 1st. That Captain Brown's Battalion, on its Arrival at Cawnpore, be completed with its Proportion of Field Pieces, Ammunition, and Stores, from the Ordnance at that Station.

" 2d. That, in Addition to the Guns attached to the Battalions of Major Camac's Detachment by the Regulations, Two Twelve-Pounders, the Howitzer with Captain Popham's Detachment, and Two Cohorns, be ordered to join it.

" 3d. That the Board of Ordnance be requested to issue Orders for supplying Major Camac's Detachment with the above-mentioned Ordnance, and their Proportion of European Artillery, Lascars, Ammunition, and Stores, agreeable to the Establishment, either from Cawnpore or the Military Stations contiguous to it.

(Signed) " Warren Hastings,

" Agreed.

(Signed) " Ed^d. Wheeler,
P. Francis."

Read, also, a further Extract from the same Consultation, beginning at Page 477 of the same Book.

The Governor General lays before the Board, the following Draft of Instructions which he proposes to be given to Major Camac.

" Instructions to Major Camac.

Governor Ge-
neral's pro-
posed Instruc-
tions to Ma-
jor Camac.

" 1st. Having appointed you to the Command of a Detachment ordered to be formed of Four Battalions of Sepoys, Three of which are to be furnished from the Army stationed at Cawnpore, and the 4th Battalion of Light Infantry commanded by Captain James Brown; we direct you to proceed to Cawnpore, or to the Station of that Detachment, wherever it may be, and to conduct it without Loss of Time into the Dominions of the Rana of Gohud, there to relieve the Corps now under the Command of Captain Popham in that Quarter.

" 2d. The Rana of Gohud having in virtue of a Treaty, concluded between him and this Government, required the Aid of a Military Force on the Part of this Government for the Defence of his Country against the Marattas, who had invaded it; Captain Popham was appointed to this Service, and to this you now succeed: We therefore direct that you comply with such Requisition as shall be made to you by the Rana for this, and for such other Conditions as he is entitled to demand by the Treaty, and shall be practicable with the Force under your Command.

" 3d. Whenever the Rana shall have no further Service for the Detachment, and shall dismiss it in the Manner prescribed by the Treaty, and no Occasion shall present itself for the Employment of the Detachment in promoting the general Success of the War in which we are engaged with the Maratta State, you are forthwith to return with it into the Dominions of the Nabob of Oude and there wait for further Orders; and if, before your March into Gohud, you shall receive an Intimation from him in Writing, that he shall not require the Assistance of your Detachment, you will in like Manner suspend your March and wait for further Orders.

" 4th. But as the first Design of this Government in the Alliance lately formed with the Rana of Gohud, was to distress the Maratta State by a Diminution of their Power, Revenue, and Influence, and by uniting with other Powers in Enmity with them to divert and weaken their Operations,

tions; and as the Maratta Dominions, which lie contiguous to Gohud, appertain to Madajee Seindia, and Tuccooje Holkar, the Two principal Rulers of that State, and the Leaders of the Army employed to oppose General Goddard, we authorize and instruct you, in case you shall deem it practicable and expedient, to carry the War immediately into that Quarter, requiring from the Rana the Proportion of Cavalry stipulated by the Treaty to be furnished by him for such a Service; or, in case of his Inability, whether from the Season of the Year or from whatever other Cause to fulfil this Condition in its complete Extent, to require and accept from him such other Aid in furnishing Provisions and forming Magazines of Grain and other Means of Subsistence and Communication, as you shall judge equivalent to it.

" 5th. For your Guidance in maintaining the Relation of your Command to the Rana of Gohud, we herewith deliver you a Copy of the Treaty executed with him, and we require and enjoin you to conform to it with the most scrupulous and literal Exactness.

" 6th. If any Case shall occur for which we have not provided by these Instructions, and which shall not be contrary to them, we empower you to act therein according to your own Judgement; in all others, these Instructions are positive, and must be implicitly obeyed.

" Ordered, that these Instructions lie for Consideration.

" Warren Hastings,
P. Francis.
Edw^d. Wheler."

Read, also, the following Extract of a Consultation of the 22d June 1780, from Page 505 of the same Book.

" Fort William, 22d June 1780.

" At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
Philip Francis,
and
Edward Wheler, } Esquires.

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" Read the following Minute from Messrs. Francis and Wheler, in Reply to the Propositions made by the Governor General, and entered in the last Consultation, containing Instructions to Major Camac.

" Minute from Messrs. Francis and Wheler.

" The First, Second, and Third Paragraphs of the proposed Instructions to Major Camac, being conformable to the Treaty concluded with the Rana of Gohud, we acquiesce therein; but we think it should be added that, before our Troops depart from the Rana's Country, the full Amount of the Subsidy due for their Pay should be demanded and received. But we cannot consent to vest Major Camac with the Powers mentioned in the 4th Par. viz. ' To carry the War immediately into the Dominions of Tuccajee and Scindia, if he shall judge it practicable and expedient, and to accept of such other Aid from the Rana of Gohud as he shall judge equivalent to the Body of Ten thousand Horse, which the Rana is obliged by Treaty to furnish.' The Latitude given in the First Article, leaves it in effect to Major Camac to carry the Company's Arms wherever he thinks proper. The Second impowers him to annul the most important and apparently the most useful Article of the Treaty. In both Instances, the Government relinquishes its Controul over a Measure which may lead us much further than we are aware of, and be attended with the most serious Consequences. We have already observed, that an Attempt to invade Scindia's Country, if adviseable, should be made at a Time when General Goddard can co-operate with it and support it; this cannot be done till towards the Conclusion of the Rains. There is Time sufficient to concert a Plan with the Rana of Gohud, and to ascertain what Assistance may be depended on from him.

" The Board will then have proper Materials before themselves to judge how far it may be safe or expedient to embark in the Measure, supposing that a Peace, which is our first Object, should not be effected in the Interim. For these Reasons we cannot assent to the Propositions contained in the Fourth Paragraph.

" We acquiesce in the 5th.

" The Powers mentioned in the 6th seem to fall under the same Observations which have occurred to us on those contained in the 4th.

(Signed) " P. Francis,
Edw^d. Wheler."

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw^d. Wheler."

Read also, the following Extract of a Consultation of the 13th of July 1780, beginning at Page 597 of the same Book.

Secret Dept.
Monday.

" Fort William, 13th July 1780.
At a Council; Present,
The Honourable Warren Hastings, Governor General;
Edward Wheler Esquire.
Mr. Francis indisposed.

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

Major Camac's Instructions.

" The Instructions being agreed to by Messrs. Francis and Wheler, they were copied fair, signed, and dispatched, as follow:

" To Major Camac.

" Sir,

" Our Secretary has already notified to you, your Appointment to the Command of a Detachment ordered on Service with the Rana of Gohud. This Detachment is to be formed by Three Battalions of Sepoys from the Second Brigade stationed at Cawnpore, the Battalion of Light Infantry, commanded by Captain James Brown, and a Party of Artillery, to consist of Half a Company of Europeans, and Half a Battalion of Lascars.

" In Addition to the Guns attached to the above Battalions by the Regulations of the Army, we have ordered that your Detachment shall be supplied with Two Twelve Pounders, a Howitzer, Two Cohorns, and a proper Quantity of Ammunition and Stores.

" We direct that you immediately proceed to Cawnpore, or to the Station of your Detachment wherever it may be, and forthwith conduct it into the Dominion of the Rana of Gohud, there to relieve the Corps under the Command of Captain Popham in that Quarter.

" The Rana of Gohud having in virtue of a Treaty lately concluded between him and this Government, required the Aid of a Military Force on our Part for the Defence of his Country against the Marattas, who had invaded it, Captain Popham was appointed to this Service, and to this you now succeed. We therefore direct that you comply with such Requisitions as shall be made to you by the Rana for this, and for such other Conditions, as he is intitled to demand by the Treaty, and you shall deem practicable with the Force under your Command.

" Whenever the Rana shall notify to you that he has no further Service for the Detachment under your Command, and shall dismiss it in the Manner prescribed by Treaty, and no Occasion shall present itself for the Employment of it, in promoting the General Success of the War in which we are engaged with the Maratta State, you are to signify to him in Writing your Intention to depart from his Country, demanding the full Amount of the Subsidy that may be due; which having received, you will immediately return with your Detachment into the Territories of the Nabob of Oude, and there wait for further Orders; but in case of a Refusal on his Part to discharge the Subsidy agreeable to the Terms of the Treaty, we desire that you immediately signify the same to him, and not depart until you receive our Answer.

" If before your March into Gohud you shall receive any Information from the Rana that he shall not require the Assistance of your Detachment, you will in like Manner suspend your March, and wait our Instructions.

" For your Guidance in maintaining the Relation of your Command to the Rana of Gohud, we herewith deliver to you a Copy of the Treaty executed with him, and we require and enjoin you to conform to it with the most scrupulous and literal Exactness.

" The Commissary General having drawn out an Establishment for your Detachment, which meets with our Approbation, we transmit it to you, desiring at the same Time that you do not, on any Account, suffer the smallest Alteration or Deviation to be made in it." (a)

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw^d Wheler."

Read, the following Extract of a Consultation of the 26th June 1780, beginning at Page 553, of the same Book.

" Fort William, the 26th June 1780.

" At a Council; Present,
The Honourable Warren Hastings, Governor General; President;
Philip Francis, }
Edward Wheler, } Esquires.

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" The Governor General lays before the Board the following Minute.

Governor General.

" Governor General.—Two Minutes have been lately delivered by Messrs. Francis and Wheler, bearing their joint Signatures, in Answer to Propositions made by me to the Board.

" It is not my Intention to follow these Minutes through every Assertion of Facts, and every Deduction of Argument. I shall only reply to such Points as have a Relation to my present Purpose, which is still to insist on the Necessity of carrying on the War into the Districts appertaining to Madajee Scindia; and to this I entreat the Board to give me their Attention.

" Except the Article of Expence, I can scarcely collect the Objections which are made to it.

" It never was my Intention to employ Major Camac in an Invasion of Bundecund, nor suffer, if it were attempted on the Ground of his Instructions, such a Waste of the Time required for the First and essential Objects of its Operations.

" The Ends proposed by this Expedition are Two immediate; First, to divide the Maratta Strength, and divert it from General Goddard; Second, to make the principal Agent of the War, the principal Sufferer by it; and One ultimately, Peace. To this it is objected that ' the manifest Advantage of having Two Armies acting in Concert, and dividing the Attention of the Enemy between them, would be lost if they were not both in the Field at the same Time.' This is by no Means a fair Conclusion, because it supposes the Enemy to keep the Field, and our principal Army to be inactive—The Reverse is the most probable—And my Purpose will be equally answered, whether both remain in Quarters, and Major Camac be suffered to prosecute the Plan assigned him without Opposition, or whether the whole Force of the Enemy be directed against him, and General Goddard left at Liberty to act in the Prosecution of his. The rainy Season is no Impediment to our Troops, but a great One to the Maratta, which consist only of Cavalry; and if the Measure which I have proposed be even now agreed to, I should hope to bound it with that Season, or to effect every material Purpose within the Rains.

" The Design of the proposed Instructions to Major Camac has been misunderstood, and the intended Sense of it inverted. It is not meant ' to give Major Camac a Latitude to carry the Company's Arms wherever he thinks proper,' but to order him to carry the Company's Arms to a prescribed Scene of Action, unless he thinks it improper.

" The Objection made to the Expence is a material one, but a vigorous Exertion cannot be made without Expence, nor can the War be concluded honourably, or prosecuted successfully, without such an Exertion. Feeble Measures and Advances for Peace will but yield to the Strength and Presumption of our Adversaries, discourage our Friends, and perhaps induce them to become Parties against us.

" The Resources of this Government exhausted as they are, and withheld from it by its internal Imbecility, are yet equal to every probable Contingency of the present War, if it is conducted on a consistent Plan, and that not varied by desultory Votes of Council on every Measure required for its Prosecution.

" I must here take Notice that the Expence of Captain Popham's Detachment has been greatly over-rated. It is asserted that the Expence of a Detachment of only 2,000 Drafts under Captain Popham, has been swelled to more than 91,000 Rupees per Month, and in another Place this Sum is stated as a fixed Amount.

" The Truth is, that the Expence of this Detachment has exceeded its due Bounds, yet not in the Degree imputed to it, which would be indeed enormous. The Detachment besides the 2,000 Drafts, (they are in Fact 2400) consists of Artillery and Cavalry: The monthly Expence of the Whole was on a Medium about 82,000 Rupees; of this Sum the

Cavalry alone produce	—	12,811; and the
Artillery	—	8,300

Making together — 21,111 and this Sum deducted from the Total leaves 61,000 Rupees for the Drafts, including the Staff and Contingencies of Four Battalions into which they were formed, though the Number was equal only to Three.

" The Part which this Government has hitherto borne in the War is mine, and has been made exclusively mine; the other Members having repeatedly disclaimed their Share in the Responsibility attending it. It is hard, that while they load me with the Weight of such a Charge, they should bind my Hands and deny me the Means of supporting it.

" If Mr. Francis (I am compelled to speak thus plainly) thinks that he can better or more effectually conduct the War to the Termination we both profess to aim at, and that he can in Honour deprive me of the Right which I claim to dictate the Means of accomplishing it, let him avowedly take the Lead; but if I am to be charged with the Consequences of it, or if the Right which I claim be justly mine, let him allow me to possess and exercise it.

" It is impossible to combine the Principles of Enterprize and Inaction in the same general Measure, and as impossible for his Sentiments and mine to be brought into Agreement on the Subject of the Maratta War. I have in vain laboured to accommodate them by a studied Attention to his Opinions in every Measure which I have ventured to propose in the Course of the last Fifteen Months, and have restrained myself from urging others, which, however proper and necessary for the Occasion, exclusively considered, were inconsistent with the actual State and Temper of this Government.

" I now revert to my Proposition, and request the Board to re-consider their Objections to the Instructions which I have proposed to be given to Major Camac. I have not the Presumption to expect that they will be influenced by any Reasoning which I have used, having had too much Experience

Experience of the Insufficiency of official Argument to overcome a decided, much less a Confederate Opposition. But as the Expence which will attend the Measure which I have recommended is the only formal Objection made to it, I hope I may be allowed to remove it by offering to exonerate the Company from it, and to take it upon myself. That this Proposition may not be misunderstood, and that I may not bind myself by Engagements which may exceed my Power to fulfil them, I will explain myself.

" The regular Pay and Batta of the Troops which are to form Major Camac's Detachment, constitute no Part of the Expence of it, since these would be the same in their Amount altho' the Battalions remained in their original Quarters; neither ought the Suspension of the Subsidy to be charged to the Expedition, since it is probable, and I regard it as certain, that the Rana having no further Call for our Aid within his Country for the sole Defence of it, will be glad to be relieved from the Expence attending it, and because it is proposed in the last of the Minutes of Messrs. Francis and Wheler to withdraw it.

" The Contingencies of the Detachment are therefore the only Expence that can be reasonably charged to the Expedition; these I rate far below Two Lacks of Rupees; that Sum I offer to contribute to this Disbursement. I have already deposited it within a small Amount in the Hands of the Sub Treasurer, and I beg that the Board will permit it to be accepted for that Service. (a)

(Signed) " Warren Hastings."

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw^d. Wheler."

Read, the following Extract of a Consultation of the 29th June 1780, beginning at Page 564 of the same Book.

" Fort William, 29th June 1780.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Philip Francis,
and
Edward Wheler, } Esquires.

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" The Minute which follows, having been sent to the Secretary on the 27th instant, it was immediately forwarded to the Governor General.

" Minute from Messrs. Francis and Wheler.

" After an attentive Consideration of the Governor General's Minute delivered in to the Board yesterday, we adhere to the Reasons which have induced us to withhold our Consent to the proposed Expedition into Malva. To this, for the present, we shall only add the following short Remarks, in Reply to some Assertions in the Governor General's Minute, which appear to us to be gratuitous.

" 1st. The actual Expence of Captain Popham's Detachment for the Months of November, December, and January last, is stated by the Commissary General at Current Rupees 2,73,996, (vide his Letter, recorded on the 1st of May); and we have no Reason to think that the Expence has decreased since the Detachment has been on Service.

" 2d. We know not to what Passage in either of our Minutes the Governor General alludes when he says, 'That it is proposed in the last of the Minutes of Messrs. Francis and Wheler, to withdraw the Aid granted to the Rana of Gohud.' Notwithstanding our original Disapprobation of the Treaty, and though none of the good Effects which were promised from it, appear to us to have been accomplished, we have not proposed to depart from the Conditions by which this Government has been bound to the Rana. All we insist on is, that the Subsidy should be paid; the Governor General has not informed us whether any Part of it has been discharged.

" 3d. It is said, that the Rainy Season is no Impediment to our Troops, though a great one to the Marattas. The same Opinion was insisted on at the Time when Col. Leslie marched, and when the Governor's Confidence in him was not inferior to that which he now reposes in Major Camac, and which we do not mean to say is ill-founded; but Colonel Leslie's Letters contain repeated Declarations of the Impossibility of marching amidst the Torrents of Rain with which the Country was deluged. On this Point, our Conviction remains unaltered. They who have not seen the Rains of India, can have no Idea of their Violence, nor how entirely the Surface of the Country is changed by them. In a few Days, we mean to record our Sentiments more at large on the Remainder of the Governor's Minute, and on the general Situation of this Government.

(a) Vide Appendix, N° CCCLXVIII.

"We could have wished, indeed, that the Governor's Plan had been more completely before us than it is, that we might have been able to compare the whole Object with the whole of the Means. Peace, he declares, is his ultimate Object; but he has not given us even a general Idea of the Terms on which he would make it. He has not intimated to us what would be the final Extent of his Demands on the Marattas, or what Concessions he would make to them. Before this Point is fixed, we have no solid Basis, either for Action or Deliberation. The First may be indefinite and unconnected, as it hitherto has been; the Second must be guided from Day to Day by Events. In this Uncertainty, we cannot presume to decide, whether his Object be or be not attainable, but we promise to enter into the Consideration of it with the utmost Candour, and with all the Attention which such a Subject deserves, when it is laid before us. (a)

" 27th June 1780.

(Signed) " Philip Francis,
Edw^d. Wheler."

(Signed at the End of the Consultation)

" Warren Hastings,
Philip Francis,
Edw^d. Wheler."

Read, the following Extract of a Consultation of the 13th July 1780, beginning at Page 571 of the same Book.

" Fort William, the 13th July 1780.

" At a Council; Present,

" The Honourable Warren Hastings, Governor General;
Edw^d. Wheler.

Mr. Francis indisposed.

Lieut. General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" The Secretary begs Leave to lay before the Board the following Minute from Messrs. Francis and Wheler, delivered to him on Thursday the 4th instant, which he immediately circulated to the Governor General.

" Minute from Messrs. Francis and Wheler, 29th June 1780.

"In our Minute of the 27th, we meant only to give an immediate Answer to the Propositions before us. We shall now enter more particularly into the Reasonings and Assertions with which it was introduced. The Terms and Tendency of the Governor General's Minute make this Task, however painful it may be, essentially necessary for the Information of those who are to judge of our Conduct, and of course to our own Reputation and Safety.

" The Governor General says, that ' except the Article of Expence he can scarcely collect the ' Objection made to the Measure,' and again that ' the Expence is the only formal Objection ' made to it.' Yet some Pains are taken to answer another, which attacks the Measure upon its own Principles, and which undoubtedly must have been felt by the Governor General, or he would not have attempted to remove it, by supposing a Fact so material to the Question, as that our principal Army is not in Cantonments and inactive, and that it must not continue so till the End of the Rains. The Truth is, that General Goddard's Army, or the major Part of it, is actually in Cantonments at Surat, and we hear that he himself is at Bombay. Last Year he did not take the Field until December, perhaps he might now move a Month sooner, but we are satisfied as well by his own Letters as by every Information we have been able to obtain, that it is impossible for him to act before November. That the Rains would be no Impediment to our Infantry incumbered with Baggage, Tents, Stores, Ammunition and a Train of Artillery, but that it would be a great one to a Body of Maratta Cavalry, seems to us a most extraordinary Proposition. Hitherto it has been contradicted by Experience, and we find no Arguments advanced to support it. If one of the Objects of the Expedition be to divide the Maratta Strength, and to divert it from General Goddard's, it is essential to that Object, that General Goddard's Army should be at the same Time in the Field, otherwise the Maratta Force is not divided; nor can there be a Division on one Side, unless some Operations exist on the other, in Favour of which the Diversion is to be made; but we say that General Goddard's Army is in Cantonments and must remain inactive till November, consequently the undivided Force and Strength of the Marattas, if they think it necessary, may be turned entirely to Major Camac.

" The Second Object is said to be ' to make Madajee Scindia, the principal Agent of the War, ' the principal Sufferer by it.' Hitherto we have been told that Nana Furnese was the Chief most attached to the French Interest, and most hostile to ours, and that Scindia was disposed to cultivate our Friendship; and it must be confessed he gave us a Proof of it, which ought not to be forgotten, when he suffered the Bombay Army to retire from Wargaum. Admitting nevertheless

Secret Dept.
Monday.

Messrs.
Francis and
Wheler.

(a) Vide Appendix, N^o CCCLXIX.

that we ought now to consider Scindia as our principal Opponent, it does not follow that this Expedition, in the Way it is planned, will be the Cause of much Distress to him, if any; in our Opinion, we are much more likely to suffer by it than he is. If every material Purpose of it is to be effected within the Rains, what can they be but a hasty Incurſion into his Country, to plunder it, and to leave it. If General Goddard were in Motion at the ſame Time, we ſee a Poſſibility, in Speculation at leaſt, that Scindia might be diſtracted between them, and prevented from turning his whole Force, or the principal Part of it, to the Defence of his Dominions. As this is not the Caſe, Major Camac muſt act, without the Support of a Diviſion on the other Side, againſt whatever Force Scindia may think fit to bring againſt him. They who are unacquainted with the Geography of India, can know nothing even of the Diſtance from our Frontier to Eugene, the Capital of Malva, much leſs of the Difficulties that are likely to attend ſuch a March. The Diſtance however is evidently ſo great, that, in Caſe of a Check, we ſee no Likelihood of ſecuring a Retreat; but if, whether with or without an immediate Repulſe, the Retreat of the Detachment ſhould be cut off, we know what the Conſequences muſt be: Another Body of Troops will be called for, and the Neceſſity of ſending them inſiſted on, to ſupport the firſt Meaſure, or to diſcharge us from the Effects of it. No Man can ſay to what Diſtreſs and Difficulties a Series of ſuch Steps may finally lead us. It may happen that, while we are ſtripping Bengal of the Force which ought to be reſerved for its Defence, while we are ſending our beſt Troops and our beſt Officers on theſe diſtant Expeditions, theſe Provinces may be invaded from different Quarters, and our Eſta-bliſhment hazarded where it ought to be our principal Care to render it ſecure. In our Opinion, nothing eſſential to the Interests of the Company and of the Nation in India can be loſt as long as Bengal is ſafe; but if this Country ſhould once be in Danger, or if by the Loſs or Waſte of its Reſources, it ſhould no longer be able to ſupport itſelf, and to return a regular Tribute to Great Britain, no Conqueſt or Acquiſitions in any other Part of India will ever compenſate in the ſmalleſt Degree for the Diſtreſs to which Bengal may be reduced, and for the Conſequences that muſt attend it at home. The Suppoſition of ſuch a Caſe will not appear wild and unwarrantable to thoſe who have a perfect View of our Situation. We are much afraid that it is little known, and leſs underſtood, in England.

“ The War with the Marattas, at more than two Years after its Commencement, and after every Rupee we had reſerved in our Treafury, or have ſince been able to collect, has been ſpent in the Support of it, is at this Day as far from a Conclusion as ever. New Expeditions are propoſed to answer the ſame Effects which were promiſed from former Meaſures of the ſame Nature, and as it appears to us, with no better Proſpect of Succeſs; of ſuch Succeſs at leaſt as would be likely to make any further Efforts unneceſſary.

“ The Governor General talks of Friends who may be diſcouraged, and who perhaps may be induced to become Parties againſt us. We wiſh that the Names of thoſe Friends had been mentioned. We do not know that this Government has a ſingle Friend or Ally in India, in the true Senſe of Friendſhip and Alliance, which ſuppoſes the Power of giving Aſſiſtance and a Diſpoſition to give it.

“ The Condition to which we have reduced the Vizier's Country makes that Connection rather a Burthen than an Advantage to this State. We have now to defend the extended Frontier of a ruined Country which at preſent barely pays the Troops that defend it; and which, according to all Appearance, will not do even that much longer. As for the Vizier himſelf, he is a Cypher, and has no Choice.

“ The Rana of Gohud, is too inconfiderable to be mentioned; and if he were more powerful than he is, it is plain enough that either his original Purpoſe is answered, or, that he has other Reaſons for being weary of the Preſence of our Army. Though the Board have not heard from Captain Popham, we conjecture, from what the Governor General has let fall, that the Rana intends to diſmiſs Captain Popham; and that he will not require Major Camac to come into his Country.

“ On the other Hand, we ſee the principal Powers of India either armed, or ready to arm againſt us.

“ The Marattas have united, as we foreſaw they would do, in the common Defence of their Country.—Hyder Ally, their natural Enemy, has concluded an Alliance with them; the Effects of which, though hitherto ſuſpended, are not averted. We know by many Proofs what his Diſpoſition is towards us; and we ought to conclude, ſince it is a Caſe againſt which we ought to be provided, that he means to act againſt us at the firſt favourable Moment; that is, when our Arms may have ſuffered another Check, or when our Strength and Reſources may be exhausted by a Continuance of the preſent War.

“ It is true, our Endeavours have hitherto ſucceeded in preventing the Nizam from taking an open Part with our Enemies: It depends on the Gentlemen at Madras, whether the Conceſſion we have made to him ſhall take Effect or not; if it ſhould, we have ſtill no poſitive Security that he will be contented with it, or that his other Claims upon the Company will not furniſh him with a Pretence for joining our Enemies whenever he ſees an Opportunity of doing it to Advantage. This Diſpoſition towards us, and the Confidence he reſoſes in his own Strength, may be plainly collected from his Declarations to Mr. Holland.

" The Rajah of Berar seems lately if not originally to have adopted that Sort of Policy which leaves it open to him to be guided by Events, and to pursue any Course he thinks proper. We have no Security that it will be favourable to this Government. He professes to wish for an Accommodation between us and the Paishwa; he offers his Mediation, and, apparently to support his Offer, he sends a considerable Army to the Frontier of these Provinces. The Strength of his Army is unknown to the Board; various Reports state it from 20 to 30,000 Horse; against their future Operations we ought to be as carefully provided, as if we had no Dependence on their Friendship. We ought to treat them as Friends, and we ought to be prepared against them as Enemies.

" In this Situation we can never admit that the Resources of this Government, exhausted as they are, and withheld from it by its internal Imbecility, are yet equal to every probable Contingency of the present War. On the contrary, we think that the present War, in whatever Manner it may be conducted, is liable to Contingencies to which all our Resources, if they were yet unimpaired, would not be equal, and that in our present Circumstances we have no Choice.

" We deny that this War has hitherto been conducted on a consistent Plan, or any Plan at all, of which we need not give a more decisive and striking Proof, than the Expedition under Colonel Goddard did not co-operate with that from Bombay against Poona; that the Authority formerly given to the Presidency of Bombay over that Army, was withdrawn in favour of another Measure, of which they had no Information; and that General Goddard's final March to Surat was merely Matter of Accident, and absolutely contrary to the Governor General's Wishes and Intentions. On the 4th March 1779 he declared, ' He wished equally with Mr. Francis for the ' Return of the Detachment to Berar, and equally dreaded to hear of its proceeding to the other ' Coast.'

" But if the Reverse were true, and if the War had really been conducted on a consistent Plan, we deny that it has been varied by desultory Votes of Council on every Measure required for its Prosecution. We do not know or believe that there is a single Instance of any Question concerning the War, being carried against the Opinion of the Governor General, except that now immediately before us, and even this we presume was not in Contemplation with the Governor a Month ago, when the Resolution was taken of recalling and reducing Captain Popham's Detachment with common Consent, and, as we thought, the Governor's entire Satisfaction.

" It is not denied, ' That feeble Measures and Advances for Peace may give Strength and ' Presumption to our Adversaries, and discourage our Friends, or that the Principles of Enterprize ' and Inaction are not to be combined in the same general Measure.' But we do not admit that these general Propositions are applicable to our Situation. Our Opinion is, that we are in no Condition to continue the War on any Terms, which suppose the Continuance of the present Expence, or even with a considerable Diminution of it. Whether our Resources be exhausted, or whether they be withheld from us, it is equally true, that there is no Money in our Treasury. We hope that in such critical Circumstances, it will not be proposed to take the Deposit out of the New Fort. We know not how near we are to the Extremity for which it was provided. But even supposing our immediate Wants were relieved by that little Supply, let us consider where it would leave us. After discharging the instant Demands upon the Treasury, our former Statements shew, what a very inconsiderable Portion of it would remain in our Hands, while the Credit and Advantage of possessing such a Reserve in Specie against an extraordinary Emergency would be lost. In effect we should publickly avow, that the Distress against which the Deposit was reserved had actually fallen upon us.

" We never meant to propose feeble Measures, which necessarily defeat themselves; nor yet do we approve of vigorous Measures in the Sense in which Vigour has been hitherto understood, because we are convinced that this Government is unable to support them; and if they could be supported a short Time longer, they would not bring us nearer to our Object.

" Before the Commencement of the War, we foresaw and foretold the principal Consequences that would attend it; we now judge of it by its Effects, which we hope will be considered, though every other Sort of Argument should continue to be disregarded. We have seen the Event of Two Years Military Operations, and of a Succession of Enterprizes, which, in Point of Effort and Expence, were as vigorous as any Thing we could now undertake.

" The Expedition to Poona ended in a Disgrace, which, but for the Generosity or forbearance of the Marattas, might have left Bombay defenceless.

" We know not the Expence of this Measure, but we believe the Company will find it enormous.

" The March of the Army under Colonel Leslie had had all the Appearance of an active and vigorous Resolution, and had produced as much Success as could reasonably be expected. It has conquered an open Country, which at some future Day, and if ever the promised Collections from it should be made, is to return Thirty Lacks a Year to the Company. Against this Acquisition the permanent Expence of an Increase of Establishment to regulate and defend it must be placed, and the Value of the Remainder compared with the Charge of the Expedition; the Company will then know at what Price they have acquired a new Territory on the Malabar Coast. At the End of February last, the Sums remitted to this Detachment alone amounted to almost Seventy-six Lacks of

of Current Rupees; and we are convinced that we are much within Bounds in computing that a Crore of Rupees will not clear it to the End of October.

" The March of a Detachment from the Coast, and another from Bombay, to strengthen General Goddard, has yet produced no Effect that we know of, but to raise their Pay to a Level with that of the Bengal Troops, which, of itself, is no slight Inconvenience.

" The Detachment under Major Camac which was ordered about the Beginning of last Year to join Colonel Goddard, after costing the Company Current Rupees 4,36,793, returned without Effect.

" Many Advantages were promised from the Treaty with the Rana of Gohud; particularly that of dividing the Strength and Attention of the Marattas:—If it has really produced that or any other Effect that deserves the Name of Advantage, or that can be placed in Comparison with the Expence of the Measure, we wish to see it stated.

" We are informed by the Commissary General, that the total Expence of Captain Popham's Detachment to the End of April last, amounted to C^t R^s 5,55,953; at this Rate the present Expence must amount to C^t R^s 7,41,271.

" With these discouraging Experiments in our View, we are called upon to embark in another Enterprize for the avowed Purpose of supporting that of General Goddard; yet the Governor's Expectation of Success from this new Effort, cannot be greater than those which he professed to entertain of the former. Even after the Delay in Bundelcund, he always considered Colonel Leslie's Detachment as capable of accomplishing the Ends of its Formation, and professed the strongest Conviction, that, under a proper Conduct, the Effects would still answer his most sanguine Hopes.

" It is true that the Part which this Government has hitherto borne in the War, belongs to the Governor, and that we have no Share in the Responsibility attending it; but it is equally true, that in the future Measures of this Government we must take our Part. We cannot transfer the Responsibility, though we might relinquish the Powers incident to our Station. In many Cases, we may find ourselves compelled not to interrupt the Operation of Acts already resolved on against our Opinion, especially when the Government, or its Representatives, are once engaged in the Execution of them. In such Circumstances we have no Choice. But a Defence of this Sort will not apply to new Measures or new Plans, which cannot be resolved on without our Consent. For these and their Consequences, we must, of Necessity, be answerable jointly with the Governor, therefore cannot divest ourselves of the Right of judging of both. If on the present Occasion we are mistaken in our Judgement, it will not add to the Load with which the Governor General may be charged: We rather think he derives a visible Advantage from the Part we are forced to take in this Question. There is no Difficulty in displaying the possible Benefits which might have resulted from a Measure untried, while the Burthen of proving that such Benefits were unattainable, together with the ideal Loss of them, will be thrown upon the opposite Party.

" We have as little Faith as the Governor can have in the Sufficiency of official Argument, to overcome decided Opinions. What we have said is meant to stand for our Vindication at Home. We heartily wish it might have more Weight than we fear it will have in this Place. We wish to co-operate heartily and sincerely with the Governor General, in effecting a Peace on reasonable Terms. Means of Negotiation are in his Power, which are not within ours. To accomplish a Peace ourselves against his Inclination, we know to be impossible. Till very lately, our Hopes nearly amounted to Conviction that we were all agreed on this Point, and that the Season of the Rains in which Hostilities must cease on both Sides, would have been employed in effecting a Pacification. On this Principle we consented to the Proposition for accepting the Mediation of Moodajee Boosla. We wish to know if any, and what Steps have been taken in consequence. As this Measure has no Connection with the proposed Expedition, we hope it will not be deserted. Without making improper Advances to the Marattas, other Means might be taken to the same End; but we are perfectly sensible that none can succeed, in which the Governor General will not take an active Part. If after all a formal Peace is not to be obtained, we do not think it follows, that an offensive War must necessarily be continued. A general Outline of the Plan we allude to has been suggested to the Governor General. We do not think it advisable to enter it in this Place, but we are ready to submit our Thoughts to him on the Subject, whenever he thinks proper.

(Signed) " Philip Francis,
Edw^d Wheler."

" Mr. Francis.—I beg Leave to add a few Words to the preceding Minute, in Reply to the personal Appeal made to me by the Governor General. I persuade myself he would not propose an Alternative to me which he thought I could not accept of with Honour; but as I understand it, there is no Point of Honour in the Question. I think it belongs to the Governor to propose and recommend such Measures as he thinks fit, to the Approbation of the Board; and circumstanced as we now are, it must be some very essential Consideration that can induce me to oppose him. I would neither attempt to take that Lead out of his Hands, nor yet engage implicitly, to submit to his Opinions. Every View to my own Ease and Happiness would incline me to wish that the Constitution of the Government permitted him to dictate, or to resolve and act without me.

me. But I am vested with a Publick Trust, from the Duties of which I cannot be exempted while I hold the Station that creates it.

" I believe the Governor General yielded to my Opinion, in resolving to recall and reduce Captain Popham's Detachment, but this was a Concession to which he did not long adhere.

" That he should have 'laboured to accommodate his Sentiments to mine, by a studied Attention to my Opinions, in every Measure which he had ventured to propose in the Course of 'the last Fifteen Months,' is a Fact with which I declare most solemnly I was utterly unacquainted (a).

(Signed) " Philip Francis."

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis.
Edw^d. Wheler."

Read, from Book 30, already delivered in, the following Extract of a Consultation of the 24th August 1780, beginning at Page 34 of the same Book.

" Fort William, 24th August 1780.

" At a Council; Present,

The Honourable Warren Hastings, Governor General, President;
and Edward Wheler Esquire.

Mr. Francis indisposed.

Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

" Read the following Letter from Brigadier General Goddard.

" Gentlemen,

" I had the Honour to address you the 27th ult. acquainting you with the Enemies Forces having desisted from further Attempts to make any Impression upon the Guzerat Province, and that from every Intelligence I could learn, it was Scindia's Intention to relinquish the Country altogether, and march either towards Eugene or the Decan. A few Days subsequent to the Date of that Letter, my Mircarrahs brought me Accounts of Scindia's having moved with his whole Army towards Ugein. These Reports have been since confirmed, and it is now generally and confidently believed that he has laid aside the Design it was supposed he had formed, of visiting the Decan, and proposes to pass the Rainy Season at Ugein. Holker has accompanied him, and will reside at Indore, a principal City in the Neighbourhood of Eugene, and the chief Residence of his Family.

" In consequence of the Departure of Scindia from the Neighbourhood of Guzerat, and the near Approach of the Rains, which did not admit of any Delay, I re-crossed the Narbuddee, and directed my March to Surat, where I arrived with the greatest Part of the Army the 8th instant. (b)

(Signed) " Thomas Goddard."

Read, from Book 35, already delivered in, the following Extract of a Consultation of the 27th of April 1781, beginning at Page 1133 of the same Book.

" Fort William, the 27th April 1781.

" At a Council; Present,

The Honble. Warren Hastings, Governor General, President;
and

Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote K. B. absent on Command at the Presidency of Fort St George.

" The following Instructions were resolved on the 25th instant, and sent to Colonel Muir.

" To Colonel Grainger Muir.

" Sir,

" As you have been ordered by Col. Morgan to proceed from the Station at Futtygur with a Detachment of the Company's Troops, consisting of Two Regiments of Cavalry, Three of Sepoys, and a Company of Artillery, to the Assistance of Lieutenant Colonel Camac, on Application made by the latter for that Purpose; we have supposed, that before this Period, the Forces under your Command must have joined those heretofore commanded by Lieutenant Colonel Camac, and under such Supposition we directed you on the 2d instant to take the Command of that Detachment, at the same Time ordering Lieutenant Colonel Camac to deliver it up to you.

" As the collected Force of Infantry and Cavalry of the Two Detachments when joined must greatly exceed the Service remaining to employ them, and the Artillery certainly so beyond all Pro-

(a) Vide Appendix, N^o CCCLXX.

(b) Vide Appendix, N^o CCCLXXI.

portion, we direct that you dismiss such Part of your Force in Infantry and Artillery as the actual or probable Exigency may not require you to retain, and order their return to the Douab. We direct also, that you dismiss the 2d Regiment of Cavalry, retaining the 3d.

“ We direct, that you make it your Object to obtain Possession of Ugein and its Dependencies, and for this Purpose we order you to proceed thither, demanding the Assistance of such a Body of the Rana's Troops as you may think requisite, and the Rana's Presence with them.

“ If the Rana should refuse or evade Compliance with the Requisition made of him, you are to deliver to him in Writing, a Protest against his Conduct, declaring him Guilty of an Infraction of his Treaty with this Government, of which a Copy is enclosed.

“ In the Course of your March you will take such Advantage of the Enemy as Opportunities may offer to you, but for the Sake of such Advantage you must not be diverted from the Object which we have prescribed, but keep it invariably in Prospect until you have accomplished it.

“ Our Instructions to you are intended to be general, and rather to mark the Objects which we wish to attain by the Operations of the Troops under your Command, than to fix the Means of their Accomplishment. These Means we leave to your own Judgment and to the Exigency of Circumstances, of which we cannot be aware or advised in sufficient Time to instruct you particularly on them; and we have so great Reliance on your Activity and Experience that we cannot suffer ourselves to hesitate in leaving this Power in your Hands, convinced that you will never adopt a Measure, without a full Consideration of its probable Consequences, nor abate from the Prosecution of it when once undertaken, unless compelled by urgent and evident Necessity.

“ We think it necessary to recommend to you in the strongest Manner to keep your Force entire, making no Detachments from it but such as are absolutely necessary and unavoidable; and in order to give Effect to this Instruction, and to remove the Necessity of your establishing Garrisons for the Places which may either surrender to your Arms or require our Protection, we direct and empower you to assign them to the Charge or absolute Possession of such of the neighbouring Zemindars as are best qualified to receive them, either by natural Right or by Situation, added to that of Service and approved Attachment; excepting only such as lie contiguous to the Dominions of the Rana of Gohud, and appertain to him in virtue of the Treaty.

“ With these Explanations we give you a full Discretion for Disposal of all conquered Places and Territories in your Route, hoping that you will be able to make such Stipulations with the Proprietors as may obtain either a present Aid in Money for the Relief of the Expence of the Expedition, or a future and permanent Income in the Way of Tribute.

“ Fort William,
21st April 1781.

Examined. A True Copy.

E. Hay,
Act^y Sec^y.

“ We are,

Sir, &c.

(Signed only by)

E. Wheler.”

Then the Witness produced a Book, intituled, “ Select Consultations, 1st January to 30th December 1781,” numbered 659.

The same was delivered in.

Read, the following Extract of a Consultation of the 12th May 1781, beginning at Page 290 of the same Book.

“ Extract of a Letter from Colonel Camac to Mr. Malet, dated near Holaries, 29th March 1781.

“ In respect to my Operations, I had penetrated into Malva as far as the Town of Seronge, when being disappointed in the Assistance I had Reason to expect from the Nabob of Bhopaul and the neighbouring Rajahs, being unable for Want of Cavalry to prevent the Desolation of the Country, and Scindia's Army with a Train of Artillery, Field and Battering, arriving at the same Time, I found my Stock of Provisions soon exhausted, and having taken the Opinion of my principal Officers, determined on a Retreat. The Enemy had cannonaded us for Seven Days; thereby attempting to draw us from the Town, which was our only Resource for Provisions. It was on the 7th at Midnight that we moved off, and with so much Secrecy that the Enemy did not come up with us till near Day Break. They then attacked us from all Quarters, but were as often repulsed. They pursued their Attack on the Second Day, and on the Third I reached a Town called Mahaulpore, which I forced to supply me, and then marched out, and in vain attempted to bring on an Engagement. We halted there several Days to refresh our People and relieve our wounded, of which we had a great number. The orderly Retreat, that was made before so able a General as Scindia and so numerous an Army, does the highest Credit to the Troops; they behaved like Heroes. On arriving at this Place, finding that the Enemy encamped within Three Cofs, and kept their Baggage Seven Cofs in the Rear, I determined to beat up their Quarters on the Night of the 24th. We accordingly succeeded to Admiration, surprized and routed their first Camp where Scindia was, pursued them to their Second, drove them Three Cofs further,

and

and across the Sind, where we overtook their Artillery, and by Nine o'Clock were Masters of Ten Pieces of Cannon, all their Tumbrils, Two Elephants, and the greatest Part of their Stores, and Ammunition and Baggage; we took the Guns yoked, otherwise we could not have brought them off. The Enemy are in the utmost Disorder, and I trust that this Success will have the best Influence on our Concerns in every Part, but particularly on your Side of the Continent.

" (A true Copy.)
C. M. Malet.

" I am, &c.

(Signed)

J. Camac."

To prove that the Effect produced by the Malva Expedition, was such as Mr. Hastings had uniformly predicted, viz. to withdraw Madajee Scindia from the War in Guzerat to the Defence of his own Country, to detach him from the Maratta Confederacy, and to accelerate the Conclusion of the Maratta War in India,

Read, the following Extract from the Appendix to the printed Evidence, beginning at Page 259 of the same.

" It is observable, notwithstanding what has so often been said respecting the Generosity of Scindia, in the Affair of Worgaum, and his early Desire to cultivate our Friendship, that our Government does not appear to have manifested any strong Sense of Obligations to that Chief, or Inclination to meet his Wishes, till the Time when he negotiated the Treaty at present subsisting between us and the Maratta State. Prior to this Period, he was perhaps of all his Countrymen the one who suffered most from our Arms, during the Course of the War; he it was who was chiefly harraised by the Operations of General Goddard's Army, and Colonel Camac's Detachment was especially destined against his Country.

" Our present Connection with Scindia is one of the Fruits of this last Measure, which it was foreseen would certainly disengage him from the War in Guzerat. It was also, or at least might have been foreseen, that it was no less calculated to bring about a Peace between us and the Marattas. The Operations of our Troops in Malva convinced Scindia that there was no Safety for him but in a speedy Accommodation, and fortunately he possessed the Power, as well as the Inclination, to accomplish an Object that could not be less desirable or necessary to him than it was to us." (a)

The Counsel for the Defendant informed the House, that the Managers for the Commons having stated that there was a regular, established, known Fine, which was taken in all Cases as a Peshcush, and that the Sum taken from Kellera and Cullian Sing could not be considered as such, and having produced in Evidence only a Peshcush paid on the Renewal of a Sunnud; they would next proceed to shew, that in the Case of Lands granted or leased de novo, the Peshcush taken was not fixed or certain, but in Proportion to the Value of the Land.

Read, from Book 660, already delivered in, the following Extract of a Consultation of the 16th February 1785, beginning at Page 230 of the same Book.

" Fort William, 16th February 1785.

" At a Council; Present,

The Honble. John Macpherson Esquire, Governor General, President;
and

John Stables Esquire.

A. " Durkhaut of Rada Govind Case for the Zemindary of Pergunnah Sultanabad, Pergunnah Tumlook Nine Anna, and Pergunnah Boggric.

" These three Pergunnahs are without Proprietors, their Revenues are collected Khas by Government. If your Honble. Board will grant me the Zemindary of them, I agree to pay Twenty-eight thousand Rupees to Government, as a Nuzzerana, upon receiving the customary Sunnud. I will also yearly pay the public Revenue agreeable to the present Bundbust, under the Condition that, upon my paying the full Revenue of One Year, the Settlement will be renewed with me the ensuing Year on the same Terms, and so on from Year to Year. With regard to the Salt in said Mahals, I shall obey whatever Orders or Regulations shall be issued by the Government.

			Jummah.				Nuzzeranah.
" Sultanabad	—	1191	—	8,301	4 0	—	9,000
" Tumlook 9-16	—	1191	—	53,822	3 10	—	15,000
" Boggric	—	1191	—	13,409	15 0	—	4,000
			<hr/>			<hr/>	
" Total Jummah			—	75,533	6 10	—	28,000

(Signed)

(a) Vide supra Appendix, N° LXII.

" Durkhaut

- B. "Durkhauft of Bridgoo Kiffore Gafe for the Zemindary of Purgunnah Homnabad, Six Anna Five Gundars.—Purgunnah Tumlook Seven Annas, and Pergunnah Atteah Four Annas.

"The Pergunnah Homnabad Six Annas Five Gundars is a Khafs Mahal without any Proprietor. Pergunnah Tumlook 7/16 has been taken Possession of by One Annundnarain upon the Demise of the late Zemindar Suntore Preats, without any legal Right or Authority from Government. The Pergunnah Atteah 4/16 was the Zemindary of Shaw Nowaze, who died without Child, or Brother or Sister; upon his Death one Alyar took Possession of the Zemindary without any legal Title thereto, or being authorized by Government; and in this Manner continues to possels it. If your Honble. Board will grant me the Zemindary of these Pergunnahs, I agree to pay Twenty-seven thousand Rupees Nuzzerana, upon receiving the customary Sunnuds; I will also yearly pay the Public Revenues agreeable to the present Year's Bundbust, under the Condition that, upon my paying the full Revenue of One Year, the Settlement on the same Terms and Conditions will be renewed with me for the Year ensuing, and so on from Year to Year. With regard to the Salt in said Mehals, I shall obey whatever Orders or Regulations shall be issued by the Government.

			Jumma.		Nuzzerana.
" Homnabad	—	1191	—	31,600 0 0	— 10,000
" Tumlook 7/16		1191	—	48,730 4 15	— 13,000
* Atteah 4/16		1191	—	12,198 0 0	— 4,000
				92,528 4 15	27,000

(Signed)

- C. "Petition of Rada Gobind Gaze.

"Having purchased Pergunnah Salbarre, &c. Habillee Penjirah from the Zemindar, I pray that a Zemindary Sunnud may be granted me agreeable to the Petition of Rannee Serefette; and that the said Mehal may be separated from the Zemindary and made Huzzovree.

(Signed)

- C 1. "Petition of Rannee Serefette, Mother of Radanut, Rajah of Habillee Penjirah.

"The Zemindary of Habillee Penjirah having suffered so much during the Farm of Rajah Deby Sing, that the present Year's Revenue could not be realized without selling Part of the Lands, my Son Radanut, by my Advice and Concurrence, and by the Advice of and Concurrence of Jankiram Duan, sold Purgunnah Salbarre, &c. and the Price was paid to Government as Revenue by Rada Govind Ghose my Sister's Son; I therefore pray your Honble. Board will be pleased to order a Zemindary Sunnud, in the Name of Rada Gobind Ghose, for the above mentioned Mahl; and that, if the above named Ghose shall apply to have the said Mahl separated from the Zemindary his Request may be granted.

- C 2. "Whereas Pergunnah Salbarree, &c. in Sircar Tajepoor, in Chuckla Goragaur, a Khalfa Mehal is registered in the Toomay Rent Roll at 53,755 2 7 3, and composes a Part of my Pergunnah Havalee Penjirah: And whereas the Mehals are annually suffering from the Desertion of the Ryotts, to so great a Degree, as to render all my Efforts to keep the Lands in Cultivation ineffectual; and as in consequence of this a great Deficiency has arisen in this Revenue, I Maha Rajah Radanut, who am Zemindar of Havalee Penjirah, &c. of my own free Will and Accord, and without Compulsion or Restraint, have sold all the Mehal and Sayr, the Hasiel and Putteet Lands, the Jungles and Bunker, the Julkers and Bunker, the Garden, Tanks, and Trees of every Kind belonging to or contained in the said Mehals as particularized below, exclusive of the Deweter, Bermooter, Perun, Fuckeraun, &c. Bazee Zeemin, to Rada Govind Ghose, the Son of Bubram Ghose, and Grandson of Nawnit Ghose, in Consideration of the Sum of 53,755 Sicca of good and lawful Money, being at this Time the full Value of the above Mehals; moreover, I have received the above Sum in ready Money from the above mentioned Persons, and paid it into the Government's Treasury in Discharge of the Balance of my Zemindary.

"I therefore by this Deed agree, that the above mentioned Persons do take Possession of these Mehals, which shall be separated from the Tahud of my Zemindary; and that after causing them to be registered at the Sudder as their own Talhooks, they pay the full Revenues thereof to Government; they may dispose of them to their Heirs from Generation to Generation, or alienate them by Deed of Sale, or in any other Manner they may think proper.

"From this Time neither I nor my Heirs have any Claims to, or Concern in these Mehals: In Confirmation of which I have executed this Bill of Sale, that it may be produced when Occasion shall require.

				Jumma.			
" Pergunnah Salbarree, in Sircar Tajepoor, in Chuckla Ghoragaut 1 Mahal				47,149	9	13	0
Perg ^b Bunkut	1 Mahal	—	—	1,332	14	1	2
Perg ^b Booky	1 Ditto *	—	—	532	11	15	0
Perg ^b Futtehpoor	1 Ditto	—	—	3,296	0	0	0
P. Poofargown	1 Ditto	—	—	1,443	15	7	3
				6,605 8 4 3			
				53,755 2 7 3			

3. " I Maha Rajah Raanaut, who am Zemindar of Pergunnah Haveli Penjirah, having sold Pergunnah Salbarree, &c. in Sircar Tajepoor, belonging to Chuckla Goragaut a Khalfa Mehal, which is registered at the Toomary Jumma of 53,755 2 7 3, of my own free Will and Accord, to Rada Gobind Ghose, the Son of Bulram Ghose, and Grandson of Nawnut Ghose, for the Sum of 53,755 Sicca of good and lawful Money. This is to certify that I have received the above Sum in ready Money, and have paid it into the Company's Treasury in Discharge of the Balance of my Zemindary. In Confirmation of which I have given this Receipt, that it may be produced when Occasion shall require.

4. " Translation of a Bengal Receipt.

" Received of Radanaut Ghose the Purchaser, in the Bank of Sobaram Paul, the Sum of Sicca Rupees Fifty-three thousand seven hundred and fifty-five, being the Amount Sale of the Pergunnah Shaulbarry &c. Sircar Tadpoor, Dependant in the Chuckla of Ghoragaut, &c. Dated 25th Jeyt 1191.

Sa. R^s. 53,755.



Seal.

(Signed) " Sree Maha Raja Radanaut Bahadre.

Which Sum * being paid into the Khalfa Treasury.

* Sic in Orig.

" The Governor General.

" Upon Principles similar to those which dictated the foregoing Minute, I earnestly request, that as a Provision for three of my oldest Domestics, whose long and faithful Services I have no other Means of rewarding, the Board will be pleased to comply with the Durkhaut which I now deliver, marked D. It is a Petition for a Grant of Lands which are now vacant, and like those above referred to, in the absolute Gift of Government.

" By such a Grant, the Company will obtain the immediate Payment of a Peshcush or Fine of 20,000 Rupees, and an Annual Addition to their Revenue of 200 Rupees.

(Signed) " Warren Hastings.

1. " Durkhaut of Etbar Ally Khawn Mahomed Bully Mudien and Rhamlochund Ghose, for the Zemindary of Pergunnah of Azimabad, &c.

" If your Honourable Board will be pleased to grant us the above Zemindary, we agree to pay a Nuzzerana of 20,000 Rupees and the Public Revenue yearly, agreeable to the present Bundbust, being 2,10,721.

" We also pray that the Lands formerly allotted to the Tannah Muckroah, may be granted to us, and we agree to pay * yearly Revenue of 200 Rupees.

* Sic in Orig.

(Signed)

" The Board are extremely ready to comply with the late Governor General's Request in Favour of the Native Servants who have acted under him, but as they expect Instructions from the Company, under an Arrangement of the Legislature, relative to the Zemindary Rights of the Natives, and as the Board are not themselves fully informed, whether the Lands pointed out in the Petitions are actually without any legal Proprietors, and are not sure but that there may be collateral Proprietors Claims from different Natives relative to these Lands;

" Agreed, that the Whole be transmitted to the Committee of Revenue, with the following Letter.

" To Mr. William Cowper, &c. Members of the Committee of Revenue.

" Gentlemen,

" Enclosed we transmit you Copies of Two Minutes of the late Governor General and of the several Papers accompanying them.

" We are not fully informed whether the Lands pointed out in the several Petitions are actually without any legal Proprietors, and are not sure, but that there may be collateral Proprietary Claims from different Natives relative to those Lands; we have therefore transmitted the whole for your Investigation

vestigation of the Subject at large, and recommend it to you to make a General Report thereof to us. (a)

" We are, &c.

" Fort William;
16th Feb. 1785.

(Signed at the End of the Consultation)

" John Macpherson,
John Stables."

The Counsel for the Defendant informed the House, that the Book being now at Hand, they would proceed to examine Mr. Hudson, touching the Transmission to the Court of Directors of the Letters in page 977 of the Printed Minutes.

Then the following Question was put to the Witness :

Q. At what Period were the Letters from Mahomed Reza Cawn, and from the Begum Bobu, which appear in the Printed Minutes of the Evidence, P. 977, transmitted to the Company ?

Then the Witness produced Book 199, intituled, " 1770, 1771, Bengal Country Correspondence received," and said,

A. These Letters are dated in the Year 1770, and not in the Year 1771; there is no Date of the Correspondence of 1770 marked upon the Book, but that of the Year 1771, bound in the same Book, appears to have been received on the 16th of July 1772.

Q. Do you know whether the Mother of Moberick ul Dowlah was not living at this Hour, and receiving a Pension from the Company ?

A. At this Hour I cannot answer.

Q. When the last Accounts came in ?

A. It appears already from the Evidence that she has a Pension.

Q. Do you not know that that Pension has been in Fact paid many Years subsequent to the Appointment of Munny Begum in 1772 ?

A. It appears so from the List of Pensions paid out of the Nabob's Stipend.

Cross-examined by the Managers for the Commons.

Q. Whether the Court of Directors always of course upon every Dispatch read the Country Correspondence—Is it the usual Practice ?

A. I believe not.

Q. Are you not of Opinion that a great Number of Matters may lie in the Country Correspondence without coming to Light and being read by the Court of Directors ?

A. I do not know whether it was so formerly or not, but I know it would not be so now; I mean in a Matter of Importance.

Q. Speak to the best Extent of your Memory, whether or no some Years ago a Matter may not have lain in the Country Correspondence a considerable Time, without coming to the Notice of the Court of Directors ?

A. I cannot tell what it might do in the Year 1772, for I was not in the Service.

Q. In your own Memory ?

A. I believe it might before the Appointment of the Board of Controul.

To shew the Nature of the Office held by Mr. Larkins in the Company's Service,

Read, from Book 58, already delivered in, the following Extract of a General Letter from the Court of Directors to the Governor General and Council at Bengal, dated 15th December 1775, beginning at Page 665, of the same Book.

" Our Governor General and Council at Fort William in Bengal.

" Par. 22. We observe by your Letter of the 24th February last; that you had appointed Mr. William Larkins to fill the Post of Sub-Accountant upon Mr. Livius's declining it; which Post, by our Letter of the 12th April following, we had directed to be occupied by Mr. Leonard Collings. Although we are sensible of the Abilities of Mr. Larkins for the Office of Sub-Accountant, yet as we cannot consent to any Person being appointed thereto, but upon the Express Terms on which Mr. Collings was appointed; and as we suppose Mr. Larkins will not chuse to hold that Office upon those Terms, it is therefore our Pleasure, if he should refuse to continue in it, that you in such Case appoint Mr. Collings your Sub-Accountant immediately upon Receipt

hereof; but if Mr. Larkins should think proper to remain therein, we then direct that Mr. Collings do succeed to the Office of Sub-Accountant upon the first Vacancy."

Read also, further Extract from the same Letter, beginning at Page 711 of the same Book.

" Par. 30. Should Mr. Larkins decline continuing in the Office of Deputy-Accountant, on the Terms and Regulations which we have adopted for that Office, and rather wish to preserve his rising in the Service, in that Case we recommend him to you for such an Appointment as his Merit and Services deserve.

(Signed at the End of the Letter)

" Cha' Boddam,	John Harrison,
Pet. Lascelles,	John Roberts,
Tho' Rumbold,	W ^m James,
J. Stables,	G. Wombwell,
Edw ^d Wheler,	Rob ^t . Gregory,
J. Woodhouse,	John Michie,
W. Devaynes,	Fred ^t . Pigou."

Read, from Book 205, already delivered in, the following Extract of a General Letter from Bengal, dated 20th March 1776, to the Court of Directors, beginning at Page 61 of the same Book.

" Par. 91. We were on the Point of nominating the Sub-Accountant, Mr. William Larkins, to the Vacancy occasioned by the Resignation of Mr. Darell, when we received your Orders of the 12th April 1775, containing the Appointment of Mr. Collings to this Succession immediately after Mr. Livius. This Gentleman having, as we before informed you, declined the Office of Sub-Accountant, Mr. Collings of Course came directly into Mr. Darell's Place, and has taken Charge accordingly. Mr. Larkins feeling a Disappointment at being deprived of an Office, which from the Sense we entertain of his Industry and Abilities, we had intended to grant him, has addressed us on the Subject; we beg Leave to point out his Letter for your Observation, and to repeat the Recommendation we gave of his Merits in our General Letter of the 16th May last.—— He expresses a Readiness to continue to act with the same Assiduity, under the present Arrangement, that he hath hitherto shewn in the Accountant's Office.

(Signed at the End of the Letter)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

Read, from Book 108, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 24th December 1776, beginning at Page 267 of the same Book.

" Our Governor General and Council at Fort William in Bengal.

" Par. 18. Your General Letter, lately received by the Talbot, informs us of your having, agreeably to our Orders of the 12th April 1775, appointed Mr. Leonard Collings to the Post of Accountant at your Presidency, on its being vacated by Mr. Darell's Resignation; and you also tell us, that Mr. Larkins feels a Disappointment at being deprived of an Office, you, from his Industry and Abilities, intended to grant him. Now, as we consider the Sentiments of Mr. Larkins upon this Occasion, as expressed in his Letter, entered on your Consultations 11th March, deserving our favourable Notice, and as we think that the Post of Accountant should be filled by a Person who has regularly been initiated in the Duty of that Office, by serving as Sub-Accountant, you are hereby directed, upon the Receipt hereof, to signify to Mr. Larkins, that he has the Option of being appointed Accountant, according to the Permission granted him in our Letter of the 15th December last, (Par. 22 and 30), and upon the express Terms upon which the Office of Accountant was originally instituted, that he should continue first as younger Junior Merchant, without rising to a superior Rank in our Service.

Bengal per
Egmont,
Valentine.

(Signed at the End of the Letter)

" London,
24th Dec^r 1776.

" Jn ^r Stables,	Jn ^r Roberts,
F. Pigou,	W ^m James,
R ^d Hall,	Dan ^l Wier,
W. G. Freeman,	Rob ^t Gregory,
Ja ^s Moffatt,	Geo. Tatem,
R ^d Barker,	Geo. Cuming,
	Sam ^l Peach,
	Jn ^r Harrison."

Read,

Read, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 5th May 1781, from the Minutes of Evidence, beginning at Page 1184 of the same.

“ Par. 36. Deeming the Duty of preparing the monthly Audit of the Accounts of the Revenue Department, for the Member of the Council Auditor of the Week, by Mr. Croftes, our Accountant General in this Department, incompatible with his Office as a Member of the Committee of Revenue, we have delegated this Trust to Mr. Larkins, Accountant General to our General Department, so far as respects the Examination of the Treasury Account of that Committee, with Directions to lay before us a monthly Report for the Audit of it. For the more particular Nature of this new Office, and the Motives which induced us to grant Mr. Larkins, as a Reward for the present and former Services which he has rendered the Company, the Compensation minuted on our Proceedings, we beg Leave to refer you to them, as noted in the Margin, and doubt not of their meeting your Approbation.”

Read, from Book 29, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, dated 14th February 1782, beginning at Paragraph 8 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

“ Par. 8. We have received a Letter from Mr. Larkins, our Accountant General, soliciting to be replaced in his former Rank on the List of Company's Servants next below Mr. Thomas Calvert, and immediately above Mr. John Taylor, as the Gentlemen on the List of that Season, by rising to the Rank of Senior Merchants, will supercede Mr. Larkins, who by your express Appointment was fixed to remain the youngest Senior Merchant on this Establishment.

“ 9. This Appointment, when granted to Mr. Larkins, was intended to give him Precedence on the List of Company's Servants; but as it can no longer be attended with that Effect, it would be an Injury and Degradation to him to continue it, as his Assistants in Time would rise to a Rank above him. Mr. Larkins's Merits entitle him to every Indulgence which can be shown him, we therefore venture with Confidence to recommend his Letter, with our Minutes upon it, which make a Number in the Packet, to your Perusal, and his Case to your favourable Consideration.

“ Warren Hastings,
Edw. Wheeler,
John Macpherson.”

Read, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 28th August 1782, beginning at Paragraph 33 of the same Letter.

“ Our Governor General of Fort William in Bengal.

“ Par. 33. We yield with Pleasure to your Recommendation in Favour of Mr. Larkins, your Accountant General, as expressed in the 8th and 9th Paragraphs of your General Letter of the 14th February 1782, and hereby direct, that he do take Rank in our Service according to his original Standing, next below Mr. Thomas Calvert. Mr. Larkins's Merit certainly entitles him to this Mark of our Favour, and which he is to consider as a Token of our Approbation of his Conduct; but we must at the same time direct, that, agreeably to the Terms of his own Letter, a Copy whereof we received by the Nancy, Mr. Larkins do on no Account quit his present Posts, in which he is so eminently useful, without our Permission.

“ Geo. Cumming,	Hy Fletcher,
R ^d Hall,	Nath ^l Smith,
Step. Lushington,	Jn ^o Harrison,
Jn ^o Hunter,	Hy Savage,
Jos. Sparks,	Geo. Tatem,
Jac. Wilkinson,	Jn ^o Smith,
J. Roberts.”	

Read, from Book 113, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, to the Court of Directors, dated 15th March 1784, beginning at Paragraph 12 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the East Indies.

“ Par. 12. The infirm State of Health under which Mr. Larkins, your Accountant General, still labours, occasioned by his unremitting Attention to the Duties of a most laborious Office,
and

and the consequent Necessity of securing the Remittance of his Property to Europe, have induced us to comply with a Request, made by that Gentleman, that the Amount due on Bonds, which he had taken for Sums received on Account of the Commission granted to him in March 30, 1781, might be transferred to the Remittance Loan, advertized on the 30th October 1783, for which Bills are not to be granted till 1st February 1785.

" 13. You have been informed, by our repeated Testimonies, of the Services rendered the Company by Mr. Larkins, and we hope the Circumstances mentioned in his Letter will make him appear to you highly deserving of this Indulgence, and induce you to signify your Approval, by accepting the Bills which will be drawn on you in his Favour. We beg Leave to refer you to the Minutes, entered individually by the Members of our Board, on this Occasion.

(Signed at the End of the Letter)

" E. Wheler,
Jn^r. Stables."

Read, from Book 528, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 8th July 1785, beginning at Paragraph 42 of the same Letter.

" Our Governor General and Council at Fort William in Bengal.

" Par. 42. On the Whole, the Attention shewed by the Accountant General, in framing these Statements, merits our warmest Approbation, and we trust he will continue the same Exertions in this as in every other Matter under his Department.

" (Signed at the End of the Letter)

" E. Boehm,	W ^m Devaynes,
John Townson,	Nat ^l Smith,
Steph. Lushington,	L. Sullivan,
John Motteux,	John Manship,
Lionel Darell,	John Roberts,
Tho ^r Parry,	J. Michie,
Jam ^r Moffat,	Tho ^r Fitzhugh,
W ^m Mills,	George Cuming,
	Tho ^r Cheap."

Read, from Book 662, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 21st of August 1786, beginning at Paragraph 20 of the same Letter.

" The Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the East Indies.

" Par. 20. In Testimony of the Success of our Arrangements, for which we hold the Company much indebted to the Labour and Fidelity of your public Secretaries, and very particularly to the Industry and Exertions of your Accountant General; we have now the Pleasure to inform you, that the correct and impartial Regulations of your Treasury have greatly tended to revive your Credit in this Settlement.

(Signed at the End of the Letter)

" John Macpherson,
R^d Sloper,
Jn^r Stables,
Ch^r Stuart."

Read, from Book 521, already delivered in, the following Extract of a Letter from Lord Cornwallis to the Secret Committee of the Court of Directors, dated 16th November 1786, beginning at Paragraph 44 of the same Book.

" To the Honourable the Secret Committee of the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the East Indies, at their House in Leadenhall Street London.

" Par. 44. This Plan was suggested by the Accountant General Mr. Larkins; and, from his Professional Abilities, Zeal for the public Service, and acknowledged Integrity, merits the most deliberate and candid Discussion.

(Signed at the End of the Letter)

" Cornwallis."

Read, also, from the same Book, the following Extract of a Letter from Lord Cornwallis to the Court of Directors, dated 16th November 1786, beginning at Paragraph 22 of the same Letter.

“ To the Honourable the Court of Directors of the Honourable United Company of Merchants of England trading to the East Indies.

“ Par. 22. The Situation of the Accountant General is particularly intitled to your Consideration; you will be fully sensible that to discharge properly the laborious Duties of that Office, peculiar Talents, in Addition to close Application and strict Integrity, are indispensably necessary. I am much satisfied with Mr. Larkins the present Accountant General; from Anxiety to promote the public Good, he applies to his Duty without Murmur and with unremitting Zeal; but if by any Circumstance we were to be deprived of his Services, I have no Hopes that I should be able to prevail upon any Gentleman to accept the Office on the present Salary; who, from Character, Abilities, and Understanding in the Service, could be considered as properly qualified for it.

(Signed at the End of the Letter)

“ Cornwallis.”

Read, from Book 663, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 31st July 1787, beginning at Paragraph 73 of the same Letter.

“ Our Governor General and Council at Fort William in Bengal.

Pub. Dept.

“ Par. 73. We have also resolved, that the Accountant General's Salary shall be increased from S^r R^d 16,000, to S^r R^d 38,400 per Annum.

(Signed at the End of the Letter)

“ T. Pattle, jun.	Jn ^o Motteux,
Tho ^o Cheap,	N. Smith,
Jn ^o Townsend,	Jn Hunter,
Ja ^o Moffatt,	Jn ^o Roberts,
W. Elphinstone,	Hugh Inglis,
W. Devaynes,	W. Bense,
Jn ^o Manship,	Jn ^o Travers.”

Read, from Book 523, already delivered in, the following Extract of a Public Letter from the Governor General and Council at Bengal, dated 6th March 1788, beginning at Paragraph 63 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the East Indies, at their House in Leadenhall Street.

“ Par. 63. The Accountant General having represented to us the Peculiarity of his Situation, while his Salary has been restricted to the Amount prescribed by your Orders of the 11th April 1785, and having solicited that upon the Grounds stated in a Letter which he has addressed to us, he may receive the Difference between what has been drawn by the Accountant General to the Revenue Department and himself, during that Period; we have readily complied with his Request, so far as to transmit a Copy of his Letter, a Number in the Packet; and we beg Leave to recommend his Case and Situation to your most favourable Consideration.

(Signed at the End of the Letter)

“ Cornwallis,
J. Shore.”

Read, from Book 672, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal, in the Secret and Separate Department, and dated 14th January 1789, beginning at Paragraph 173 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the East Indies.

“ Par. 173. We must also beg Leave to avail ourselves of the same Occasion of recommending the Salary of your Accountant General to your Re-consideration, as the Union of Three Offices in One must necessarily have encreased the Duties of his general Superintendence, though we are sensible, in the Case of Mr. Larkins, it cannot have added to the individual Share of Labour he has, at all Times, given to the Performance of his Duty. The Correspondence which you appear to have studied in the Salary last assigned to the Accountant General, with those of your Secretaries, when the Duties of that Department were separated, induce us to recommend, that a proportional

proportional Increase may take Place in the Consolidation of the Offices, and that the Allowances may be made equal to those now assigned to the Secretary of the Government.

(Signed at the End of the Letter)

“ Cornwallis,
J. Shore.”

Read, from Book 559, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 8th April 1789, beginning at Paragraph 76 of the same.

“ Our Governor General and Council at Fort William in Bengal.

“ Par. 76. (63). We have considered the Representation of Mr. Larkins, your Accountant General, referred to in this Paragraph, requesting to draw the Difference between the Salary allowed him by our Orders of 11th April 1785, and that drawn by the Accountant General to the Revenue Department from Receipt of the above Orders to the 19th February 1788; as we think his Situation is more laborious than the Accountant to the Revenue Department, and are satisfied with Mr. Larkins's Abilities and Diligence in discharging his official Duties, in order to shew our favourable Opinion thereof, we have agreed to comply with his Request. ^{Pub. Dept. 6th March 1788.}

(Signed at the End of the Letter)

“ W. Elphinston,	Nath. Smith,
J ⁿ Travers,	W. Devaynes,
J ⁿ Hunter,	S. Lushington,
Tho ^r Parry,	J ⁿ Woodhouse,
Lionel Darell,	Ja ^r Moffatt,
W. Bensley,	Geo. Tatem,
A. Roberts,	T. Pattle,
	J. Smith.”

Read, from Book 666, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 31st July 1790, beginning at Paragraph 41 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

“ Par. 41. The Regulations which we have made for conducting the Issue of Promissory Notes were recommended by your Accountant General, whose Zeal for the Preservation of your Credit, and whose constant Attention to those Engagements within the Limits of his Official Care, we have frequently had Occasion to commend. A Copy of the Regulations will make a Number in the Packet. The Notes, of which One is also sent, are at present prepared under the immediate Charge and Inspection of our Secretary, from Plates that have been engraved for the Purpose; but to obtain a better Security against Frauds, we request that your Honble. Court will either send out annually from England by different Ships, a certain Number of Blank Promissory Notes of the New Form, on Paper bearing the Company's Water Mark, sufficient according to Mr. Larkins's Calculation for the Expenditure of Two Years, as well for the sake of insuring the Arrival of an ample Supply in Case of Accidents to your Ships, as to provide against any Want if the Issue should exceed the Estimate; or that you will furnish us with a sufficient Quantity of Blank Paper of the proper Size, bearing the Company's Water Mark, and with it a few Copper Plates and Presses.

“ 42. In the Event of your adopting the latter expedient, which, however we hope will yield to the other as in all Respects we think more advisable, we would further recommend that you would appoint to Bengal one or two Persons to whom the Duty of keeping the Plates in Repair and taking off the Impressions may be assigned, under Covenants to serve a certain Number of Years and with Security for their good Conduct, as it is a Matter of Doubt whether Engravers will always be found in this Country who can undertake to execute such a Trust.

(Signed at the End of the Letter)

“ Cornwallis,
Ch^r Stuart,
Peter Speke.”

Read,

this, I had become obnoxious and suspected; having no Remedy, I found it absolutely necessary for me to assent to the Plan; and, in consequence of that, to raise 30,000 new Horsemen. It is now Fourteen Months that we have laboured under inexpressible Distress, and been loaded with an Expence of Crores of Rupees for the Pay of these Troops; but without endangering the Friendship and Alliance of the English Gentlemen, I was desirous to negotiate a Reconciliation at any Rate between them and Pundit Purdhaun, in such a Manner as to ensure the Perpetuity of the antient Alliance of this Quarter with both Sides. During these Fourteen Months, I have therefore continually informed you of all Matters and have cheerfully submitted to all Difficulties and Distresses, but when, the first Opportunity having been lost, a Treaty is at last received, even in that, the Concerns of Ragonaut Row are expressed in a doubtful and ambiguous Manner; besides which, in the Affairs of Gwalior, Futty Sing, Guicawar, and the Ranna of Gohud, there is great Room for Disputes. The Particulars of all these Points are treated at large in the Persian Letter, and are long and too tedious to be repeated here. There is a Distance of 900 Cois between us, and a considerable Time in sending Letters and receiving the Answers is lost. From unlucky Events and Circumstances, I have been compelled to send an Army under the Command of Rajah Chimnaje Behadre; but how long am I to labour under the Difficulties and Distresses for the Pay of the Soldiers which is immense? Though Two or Three Lacks of Rupees have been received, of what Assistance can that be, or how does that relieve us from the Weight of the Ar-rears? We have entered into Engagements with Pundit Purdhaun, and the Nabob Nizam ul Dowlah, but that has not tended to the diminishing our Difficulties, nor can they be removed till Pundit Purdhaun and the English Gentlemen are reconciled. The Maha Rajah has accordingly exerted and employed his utmost Abilities for this Purpose, and has written to you on the Subject; but the Event has not turned out as he wished or hoped for; and now that the Treaty is arrived, even in that there is great Room for Alterations. We are without Resource and Remedy, God knows and is Witness whether I am the Friend or the Enemy of the English; but the Earth is hard, and the Heavens are far removed. The Nabob Amaid ul Dowlah is prudent and foreseeing, and all the Difficulties of every Measure are well known to him; at any Rate he will not blame me. I am without the smallest Resource, and can see no Remedy. Had the English Army under General Goddard never arrived at Hoshangabad, what was then done would not have given Umbrage to the Decan People, and we should not have been compelled to send an Army to Cuttack, and to submit to such a Weight of Expence, but we should have been free and at Liberty in all Points, nor would any Difficulty have come upon us. From a Period of Twenty Years our Friendship has been daily encreasing, but from the Plan determined on by the Nabob Nizam ul Dowlah, which has occasioned all these Distresses, I am fallen into great Embarrassment. Had Peace been concluded between Pundit Paudhaun and the English, I was in Hopes that from the Friendship of the Nabob I might have requested some small Assistance, on which Subject I accordingly wrote before, and the Nabob has kindly granted us Three Lacks of Rupees. I also hoped that Pundit Paudhaun would likewise have given some Share, and that the Nabob Nizam ul Dowlah would have contributed his Share, while we ourselves would have repaid the Rest out of the Country of Hyder Naig; but on the contrary this Prospect has not been realized, and the Negotiations are extended to an unforeseen Length. The Will of God is superior to every Thing. As yet, what Advantage has accrued to this Quarter from the Name which the Maha Rajah has adopted, and from all the Pains and Exertions which I have taken during the last 14 Months, and from the many Letters I have written, in which I continually stile myself the firm Friend, the Friend, the Friend. Fourteen Months have now elapsed since we raised 30,000 Horsemen. If there were only paid 300 Rupees, what a large Sum it would make; but the Allowances established in this Country are 4 or 500 Rupees for each Horseman, and some have even more than that; besides which, there are large Allowances to the Jemadars and other Officers. Consider then well how great the Expence of the whole must be. Having fully understood this Matter you must explain it to the Nabob; for 14 Months we have supported ourselves, and how much longer must we wait in Expectation.” (a)

Read, a further Extract from the same Book and same Letter, beginning at Page 501 of the same.

“ You write that the Governor, after expressing many Doubts and Objections about supplying the Expences of the Troops, which arrived at Cuttack, and after you had satisfied him, said, ‘ The Gentlemen of the Council will not agree; for my own Part I approve of it; for the present I will give thus much Money; but the Troops at this Place are going to Madras, let near 3,000 Horse of the Troops which are at Cuttack accompany them, so that they may arrive in Safety at the Place of their Destination; but let nothing be said of the Chout of Bengal, for this would draw great Discredit on me with the Council and the English; and where Advantages of Crores and Lacks are in Contemplation, it is improper to look to such inconsiderable Ob-jects; some Compensation will be found for it.’ (b)

(a) Vide Appendix, N° CCCLXXVI.

(b) Vide Appendix, ibid.

Read, also, a further Extract from the same Book and same Letter, beginning at Page 505 of the same.

“ As the Friendship of the English is, at all Events, the First and most necessary Consideration, I will therefore exert myself in establishing Peace; for the Power of making Peace with all is the best Object: To this all other Measures are subservient; and this will certainly be done by them (the English).” (a)

Read also, from the same Book, the following Letter from Rajah Rām Pundit to Beneram Pundit, beginning at Page 564 of the same.

“ From Rajah Rām Pundit to Beneram Pundit, a Second Letter:

“ Par. 22. Whatever I and Bissumber Pundit together represented to the Rajah and Appe Sahib, will have been made known to you by the Pundit, who has been dispatched from hence. Colonel Pearse has had Permission to march; and strict Orders have been given to the Beuffaries to furnish him with Provisions; and having sent an Agent from us with him, he has been forwarded to the Southward from the Neighbourhood of Cuttack. Bissumber Pundit, at the Time of his Departure, petitioned from the Presence, that they would not leave Cuttack till he should address an Arzee to them after his Arrival at Calcutta. The Troops here complain greatly that they came in the Hopes of enriching themselves in the Country of Bengal, and that to this Time they had neglected all those Hopes of acquiring Money and Goods; that they had now, for the Sake of Friendship, given free Passage to Colonel Pearse, and they must now either give them Intelligence where to get their Money, or else suffer them to shew their Courage and Activity. How long are these Discourses to last? We are anxiously expecting Letters from your Quarter. We have performed the Duties of Friendship. To this Time you and I have, in all Cases and Seasons, exerted ourselves in representing all Matters, and pointing out the Opportunities. The Execution of every Thing depends upon the Nabob; he will do whatever is right.

Read, also, from Book 29, already delivered in, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 27th April 1781, beginning at Page 381 of the same Book.

“ To the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

“ Par. 19. You were informed, in our Letter of the 29th November, of the Resolution which we had taken to detach over Land towards Madras a Company of European Artillery, and a Body of Six Battalions of Native Infantry, under the Command of Lieutenant Colonel Pearse, to aid the Operations of our Troops on the Coast. This Detachment having been collected near Narainghur, in Midnapore, marched from the Place of Rendezvous on the 21st Janry, and crossed the Soubenzeka River on the 9th February.

“ 20th. Although the low State of the Country through which its Route lay, the long Continuance of the Rains, and the uncommon Difficulties which, after the Exertions made to furnish our first Aids to Fort St. George, presented themselves in the Equipment of this Force, were sufficient Impediments to an earlier Movement of it; we had besides a political Motive for not urging it sooner, in the Desire of waiting for Replies from the Government of Berar, to the Dispatches which we had sent thither in September with our Offers of Peace to the Mahratta State, lest, by a precipitate March of the Detachment into the Borders of Cuttack, before Time had been allowed to the Commanding Officer of the Bera Troops which lay there, and in its destined Passage we might expose them to mutual Hostilities, and defeat the Ends of our Negotiation with that Government; but when the expected Replies arrived, and contained a total Rejection of our Proposals, founded, as we had every Reason to believe, on an Opinion that our Affairs were reduced to so desperate a State, as might render it too hazardous for them to take a decided Part in our Favour, and afforded them no Hope of Success in the Mediation which had been prescribed to them; we then deemed it incumbent upon us equally on the Principle of maintaining the Credit of our Power, and on the substantial Grounds on which the Expedition had been originally planned, to order its instant Commencement. Orders to this Effect were accordingly and immediately issued; but that we might at the same Time provide for the unmolested March of the Detachment through the Province of Orissa, and mark that Attention which was due to the Relation in which we had till that Time stood with the Government of Berar, we chose to depute a confidential Person to Raja Chimnaje Boosla, the Chief of the Berar Army, who should notify to him the Order which we had given to Colonel Pearse, to request him, in our Name, to cause such of his Troops as might yet be in the Road through which the Detachment was to pass, to remove at such a Distance from it as might prevent Individuals on either Side from engaging in

(a) Vide Appendix, N° CCCLXXVI.

(b) Vide Appendix, *ibid.*

mutual Broils; and, if the Rajah should be disposed to take a more decided Part in our Favour, to solicit the Aid of a Body of Cavalry, to accompany Colonel Pearse, and to act under his Command. Mr. David Anderson was appointed to this Service.

" 21st. The Instructions which we gave to Colonel Pearse were consonant to those given to Mr. Anderson; and at the same Time that they cautioned him in the strongest Manner to prevent, to the utmost of his Power, any Acts, or the Permission of any Acts, on the Part of his Detachment or its Followers, which could lead to Hostilities with the Government of Cuttac or the Berar Army, they directed him in the Event of his Progress being obstructed to make his Way against all Opposition. The Event has fully answered our Expectations as will be shewn in the Sequel.

" 22d. Mr. Anderson missing Rajah Chimnajee Boosla, who was engaged in a remote Expedition, and the Communication being stopped, was ordered to return at the Solicitation of the Maratta Chief. He was a Second Time deputed to him, and soon after returned, bringing with him Rajah Ram Pundit, the Naib of Cuttack; with whom an Engagement was formerly concluded in the Name of his Master Raja Chimnajee, by which it was stipulated, that a Body of 2,000 effective Horse should be detached from the Army at Cuttac, and placed under the Command of Colonel Pearse, their Pay to be issued by our Paymaster, at the Rate of One Lack of Rupees per Month; and that a Party of the Company's Forces should assist the Government of Berar, in asserting its Pretensions to the District of Gurra Mundela, a small Territory lying on the Banks of the Nerbudda, and under the actual Possession of the Peishwa. Major William Popham, a most deserving Officer in your Service, whom we have before had the Pleasure to distinguish to you for his spirited and gallant Conduct in the Capture of the Fort of Gwalior, as well as on other Occasions of Military Duty, has been accordingly ordered on this Service with the Regiment of Native Infantry, and the other Troops which had been in Gwalior to garrison that Fortress.

" 23d. It was at the same Time resolved, that a Gratuity of 13 Lacks of Rupees, being the Remainder of the Sum of 16 Lacks of Rupees proposed as a Contribution for the Relief of the Forces in the Province of Cuttac, in the Event of the Acquiescence of the Government of Berar in the Proposals which were transmitted in October last to them, should be granted and delivered to Rajah Ram Pundit, in the Behalf of Chimnajee, for the Relief of the Army, represented to be in the greatest Distress; and as an Acknowledgement for the past and seasonable Instances afforded of the Friendship of that Government, it was also resolved, that a Loan of Ten Lacks, requested for the same Purpose, should be granted to Chimnajee, on the Part of the Government of Berar, on the Security of Rajah Ram Pundit for Payment.

" 24th. As the Detail of this Negotiation contains many Particulars which are improper to be entered in the Body of our Consultations, we have therefore judged it expedient to form a detached Narrative of it, and to transmit it, in a separate Copy, to the Secret Committee of your Honourable Court.

" 25th. We shall briefly observe, that we have laboured, and we think with a Success now decided, to detach the most powerful Member of the Maratta State, and in its Relation to Bengal, the most capable of any in India to do it either Service or Hurt, from the general Confederacy which has been formed against us, and have converted it, ostensibly at least, into a Party to our Cause. The Event will shortly prove the Truth of our Conclusions.

" 26th. During the Course of this Transaction, the Detachment under the Command of Colonel Pearse proceeded by a quiet and unmolested Progress to Ganjain, where it arrived on the 17th ult. accompanied to the Borders of that District by a Person of Rank, deputed by the Order of Raja Chimnajee, and abundantly supplied with Provisions, and every other Aid and Accommodation it required. Some of the Plunderers of Chimnajee's Army made an Incursion on our Frontier, which he severely reformed, instantly causing the Offenders to be seized and punished in a public and exemplary Manner. This is the only Instance in which our Provinces have suffered any real Injury from the suspicious Situation of the Berar Army, during so long a Time in our Neighbourhood. It is now on its Return to Naypore.

" Fort William,
27th of April 1781.

(Signed at the End of the Letter)

" Warren Hastings,
E. Wheeler.

Then the Witness produced a Book numbered 566.

The same was delivered in and read as follows :

" To the Honble. the Committee of Secrecy of the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

" Honble. Sirs,

" In our General Letter to the Honble. Court of Directors, bearing Date the 27th instant, we have acquainted them with our Intention of transmitting to you, in a separate Address, an Account or Narrative of our Proceedings with respect to the Berar Government, and the Army of

of the Berar Rajah, stationed for a long Time in the Province of Orissa, which contained Matter of too secret a Nature to appear on the Face of our Records, and we have now the Honor of communicating the same to you.

To render the Subject of the Narrative clear and intelligible, it will be necessary to revert to some Circumstances which happened a few Months ago, and to unfold the Dispositions and Views of some of the principal Powers of Hindostan.

In the Month of September 1780, Advices were received here from the Governor and Council of Madras, of the melancholy Fate of Colonel Baillie's Detachment, the Retreat of the Army under General Munro, and the desperate State of our Affairs on the Coast of Coromandel. It was immediately resolved, that the most vigorous Measures should be taken to assist the Presidency of Madras with Men and Money from Bengal. Accordingly Transports were fitted out with all Expedition, and General Sir Eyre Coote was sent round by Sea with a Supply of 15 Laaks of Rupees, and a strong Detachment of European Infantry and Artillery, the Flower of our Army; and it was agreed that a further Reinforcement of Five Thousand Sepoys should be assembled at Midnapore, and sent afterwards by Land under the Command of Col. Pearse.

At this important Period we were engaged in a War with the Marattah Government at Poonah, which had lasted for some Years. Much Expence had already been incurred; and notwithstanding a constant Train of Success which had attended all the Operations of our Army under the Command of General Goddard, we had still no immediate Prospect of terminating the War.

It was at this Time known that Moodajee Bhoosla the Rajah of the Maratta state of Berar, and Nizam Ally Cawn the Soubah of the Decan, had united in a Plan of Confederacy against the English, with Hyder Ally the Nabob of Mysore, and the Ministers of the Peshwa's Government at Poonah. Moodajee was to invade Bengal, and the Nizam was to enter the Company's Circuit of Cicacole, whilst Hyder was to pass the Gauts and lay waste the Carnatic. The Government of Poonah, pressed in their own Territories, could only contribute to this Plan of offensive War by Grants of Lands to its Allies.

The Rajah of Berar had nevertheless, on many Occasions, given the most evincing Proofs of his pacific Disposition towards the English, and had even given us early Intimation of this Confederacy; alleging that he had been compelled to enter into it from a Dread of the Retalment of his Associates; and assuring us, that whatever Appearances he might be constrained to assume, he would not involve the Berar Government in a decided Enmity with the English. In conformity to this Plan of Policy, Moodajee had sent from 30 to 40,000 Horse under the Command of his Second Son Chimnaje Baboo. They received their Dismission on the Day of the Dusserah, or the 11th of August 1779. The Plan of Operations prescribed to them by the Confederates was, to march into Behar, which they might have reached in two Months; but instead of following this Plan, they took a different Road, and by studied Delays had only reached Cuttack in the Month of May following, being about the Time when the periodical Rains usually set in that Province; which of course served them as a Pretext for deferring the Prosecution of their professed Design, and they were at this Time still laying at Cuttack.

The Nizam had committed no open Hostilities against us; though there is every Reason to suppose (and he has even himself avowed it) that he was the Projector of the Confederacy, and had secretly supplied the other Powers with Money to carry on their Operations against us.

The Advices from Madras proved but too fully the Activity and Spirit with which Hyder had begun to perform his Part in this alarming Confederacy.

Such was the Posture in which we stood, with respect to the Powers of this Country; our Advices regarding our European Enemies were uncertain. It was, however, firmly believed, that an Expedition would be attempted by the French in the Course of the Season against some of the Company's Settlements in India, though it was impossible to foresee whether it would fall on Bengal, Madras, or Bombay, though the latter was most probable.

Under these Circumstances, it became expedient to contract as much as possible, the Sphere of our Military Operations, so that, without endangering the Safety of our own Possessions in Bengal, we might be able to act with more Force and Efficacy in our Endeavours to recover the Carnatic, and to revenge the Injury which the English had sustained from Hyder Ally Cawn. The Government at Poonah had long borne an inveterate and avowed Enmity against Hyder, and though temporary Policy had now united them in one Cause, yet his great and unexpected Successes might naturally revive their former Jealousy, and alarm the Ministers of Poonah with Apprehensions for the future Safety of their own Territories. The Opportunity therefore seemed favorable for proposing to them Terms of Reconciliation from this Government; and as Moodajee Bhoosla had always professed the strongest Desire of effecting a Pacification betwixt us and the Maratta States, it was thought necessary to engage him as a Mediator in the intended Negotiation. With these Views a Treaty was drawn out by us, and sent to Naugpore, and Moodajee was desired to get it executed by the Peshwah and his Ministers, and to sign it himself as the Guarantee, for the punctual Observance of it on both Sides.

Vide Consul-
tation of 2d
Oct. 1780.

Whilst this Negotiation was in suspense, it was agreed to postpone the March of the Detachment destined by Land for Madras, because its Route lay through the Territories of Moodajee Bhoosla, and it must necessarily pass by that Part of his Army which was laying at Cuttack under the Command of Chimnaje; Circumstances which, without having obtained the previous

Concurrence of Moodajee, might, in the unsettled State of our Connection with that Prince, not only expose the Detachment to Difficulties and Opposition in its March, but lead it into Operations very different from the Intention of its Equipment, and draw on us the decided Enmity of Moodajee, whose Power, when exerted against us, would prove an important Acquisition to the Strength of Hyder and the Ministers of Poonah. The great Exertions which had already been made by this Government, required also some Time before the necessary Arrangement could be made for fitting out a new Detachment which was to perform so long a March, and be employed in Service of so much Importance.

Vide Appen-
dix, No. 1,
2, 3, & 4.

On the 9th January 1781, Answers were, at length, received from the Rajah of Berar and his Ministers, which contained, however, so many Objections to the proposed Treaty, that little Room was left to hope for an immediate Accommodation with the Government of Poonah: And besides the Points which came into Discussion from their immediate Connection with the Treaty, these Letters contained a Variety of Claims and Propositions asserted by Moodajee on his own Account, which, though they were not wholly new, were recapitulated in a Style that impressed us with Doubts regarding the Sincerity of Moodajee's former Professions and Assurances.

The Season for Action was now far advanced, Col. Pearce's Detachment was almost ready, and the State of our Affairs on the Coast would not admit of longer Delay. It was evident also from the Answers which had been received from Moodajee, that he conceived that our Affairs were reduced to a State more desperate than they really were. To remove therefore this Impression, as well as to afford the most speedy Assistance to the Presidency of Madras, it was resolved that the Detachment should immediately proceed and make its Way through the Province of Orissa against all Opposition. To reconcile Moodajee however to this Measure by every Mark of Attention in our Power, and to prevent if possible a Rupture from the Meeting of the two Armies, it was agreed to depute a Gentleman from this Government to Chimnajee Baboo at Cuttack. Mr. Anderson was selected for this Service, and the following Instructions were given to him:

Sec^y Dept.

" To Mr. David Anderson.

" Sir,

" We hereby appoint you our Special Minister to Rajah Chimnajee Bhoosla, the Commander of the Army of the Government of Berar, now in the Province of Cuttack, and we direct you to proceed thither with all possible Expedition for the following Purposes.

" First, You will produce to the Rajah your Credentials, and deliver to him and to the Dewan Bowanny Punt Appa the introductory Letters which you will receive from the Governor General.

" Secondly, You will notify to them in Form that Orders have been given to Lieutenant Colonel Pearse, the Commander of the Army lately formed at Midnapore, to march into the Carnatic by the Way of Cuttack, its only practicable Route; apprizing them that this Information is given them in consideration of the ancient Friendship which has subsisted between our Forces in the Carnatic and the Government of Naugpore, and for the Prevention of any Cause which might eventually disturb it. For this Reason we have instructed you to request them in our Name to cause such of their Troops as may yet be in the Road through which our Army must pass, to remove at such a Distance from it as may prevent the Individuals on either Side, and particularly the Followers of the Camps, whose Licentiousness is the most difficult to be restrained, from engaging in mutual Broils, which might imperceptibly lead to serious and alarming Consequences, affecting the Union of the two States; and to acquaint them, that the strictest Orders have from the same Motives been issued to the Commander of the English Army, who is a Man of Understanding and Prudence, to observe all the Duties of Friendship with the Rajah and his People, and to avoid whatever may tend to create a Misunderstanding with either: That the Force has been some Time since assembled and ready to march, but Letters having been before sent to Naugpore containing the Substance of a Treaty proposed for the Guarantee of Rajah Moodajee Bhoosla, and the Acceptance and Ratification of the Ministers of the Peshwa, with other Subjects, tending to draw the two Governments of Berar and Bengal into a closer and firmer Connection of Friendship and Interest, the March of the Army was therefore withheld till an Answer should be received from Naugpore: That an Answer has been received, but not conclusive, many Points remaining for Adjustment, which may be the Work of Time: That we are assured of the inflexible Determination of the Rajah to maintain the ancient Friendship of the Bhoosla Family with this Government, and to unite with it in one common Cause, whenever the Terms and Objects of it can be settled to our mutual Satisfaction; but that we cannot suffer the necessary Plans and Measures of Government to remain suspended in the Expectation of this Conclusion, nor our Armies to lose the Season of Action, while those of our Enemies are employing it against us; and that having acquitted ourselves of the Obligation imposed upon us by our Sense of the Relation subsisting between the two Governments, the Rest remains with them, and they must be answerable for the Consequences, if they do not conform to our Example. You will be careful to make them understand that the Orders to Colonel Pearse are positive to prosecute his March, and make his Way against all Opposition.

" Thirdly, If you find the Rajah and his Dewan disposed to take a more decided Part in our Favor, of which indeed we have no Expectation, we desire that you will solicit the Aid of 2000

effective

effective and chosen Horse, or any less Number which they may be willing to contribute, to accompany Colonel Pearse, and to act under his Command, and receive their Pay from the Company through their Paymaster; the Mode and Rate of which we empower you to settle by written Stipulation.

"Fourthly, We expect that this Application will draw from them other Demands; but these we direct you to transmit to us, and wait our Answers to them, not judging it either necessary or expedient to give you more positive Orders upon other Points.

"It is our Order that you correspond with Lieutenant Colonel Pearse, transmitting to him speedy and regular Information of all Matters proper for his Knowledge.

"Fort William,
the 14th January 1781.

We are, &c."

Mr. Anderson having received these Instructions, proceeded on his Journey towards Cuttack: On his Arrival at Ballafore, he found that Chimnajee had marched with his Army against the Fort of Dhekanall, which is situated among the Hills; and that it would be impossible at that Time to penetrate through the Passes which were in the Possession of the Mountaineers. Mr. Anderson communicated this Difficulty to the Governor General in the following Letters:

"To the Honble. Warren Hastings, Esquire.

"Honble. Sir,

"I arrived here this Morning. The Maratta Army is, I find, engaged in the Siege of Dhekanal, which lays amongst the Hills a considerable Distance to the Westward of the Cuttack Road. The Communication is, I am told, almost entirely stopped, as there is a thick Jungle of near 17 Coss in Length betwixt the Road and Dhekanale, which is so much infested by the People of the rebellious Rajahs, that some Days ago a considerable Body of Horse, which attempted to penetrate to the Army with some Supplies from Cuttack, were obliged to return.

"I foresee therefore a great Difficulty in reaching Chimnajee's Camp in Time to carry on any Negotiation before the Arrival of Colonel Pearse's Detachment; and what will, I fear, considerably augment it, is the Absence of the Phoufdar of this Place, for whom I brought a Letter from Beny Ram Pundit. I have delivered the Letter to his Naib; but having no previous Notice, he seems undermined • how to act until he shall receive Directions from the Subahdar at Cuttack. This • Sicia Crig. would require a Delay of four or five Days; but you may be assured I shall endeavour to find Means of proceeding sooner.

"Whilst I regret extremely this Delay, it is with some Pleasure that I remark that the same Circumstance which is the Cause of it, renders the Object of my Deputation less important than it would have been had the Army of the Marattas been unemployed, and on the high Road to Cuttack.

"If I can get the Naib Phoufdar's Permission, and a few of his Servants for my Protection; (which I find from Experience is absolutely necessary,) I shall set out To-morrow for Cuttack, and there wait until I can hear from Chimnajee, or until I can get an Escort to conduct me through the Hills.

"Ballafore,
22d January 1781.

I have the Honor to be, with much Respect,
Honble. Sir,
Your, &c."

"Honble. Sir,

"I had the Honor to write you Yesterday. I have now determined to set out for Cuttack To-morrow Morning at all Events. The Naib Phoufdar has promised to send two or three of his Sepoys along with me, which will, I hope, prevent any Delay from my being stopped by the Chowkedars on the Road. Bissumber Pundit is, I find, with Rajah Ram Pundit at Cuttack. I shall consult with him about my future Operations; and if the Road to Chimnajee's Camp is impracticable, I shall wait at Cuttack until I shall receive your Orders, or until I can find Means to convey a Letter and receive an Answer from Chimnajee. I do not understand that there are many Troops in this Part of the Country; they are mostly gone with Chimnajee into the Dhekanale country. The few that are left, are, I believe, under the Command of Rajah Ram Pundit, who is a Man of high Rank, and much respected amongst the Marattas. I think it is probable, that the chief Object of my Deputation may be answered by an Interview with him; I mean the Declaration which you have enjoined me to make with respect to the March of Colonel Pearse. But if you should think it at all Events necessary that I should find Means of waiting on Chimnajee to pursue the remaining Objects of my Commission, viz. to persuade him to take an active Part and join us, or to enter into some Engagement to remain passive, it will be necessary to send me more particular Instructions, because these Propositions will, as you have observed, lead to Demand on his Part that I shall be unable to answer, until I can write to the Board and receive their Orders, which (hemmed in as Chimnajee is at present by the rebellious Rajahs) would be very difficult, and if effected, would be attended with so much Delay, as to render my Negotiations with the Marattas, either regarding a Junction or remaining passive, of no Use with respect to Colonel Pearse's Detachment. I beg Leave to submit these Circumstances to your Consideration, and

and to request your Orders, which, as far as I can judge at present, may reach me before it will be in my Power to leave Cuttack.

" I have the Honor to be with the utmost Respect,

" Balasore,
23d January 1781.

Honble. Sir,

Your faithful, &c."

The Governor General laid these Letters before the Board, and as there appeared so little Probability of Mr. Anderson's being able to effect an Interview with Chimnaje, and that Gentleman's Presence was wanted at the Presidency for the Duties of a very important Station to which we had lately appointed him, we agreed to direct him to return to the Presidency, and to leave the Subject of his Commission with Rajah Ram Pundit the Naib of Cuttack. The following Letter was accordingly written to him by the Secretary :

" Mr. David Anderson,

" Sir,

" I am directed to convey to you the Orders of the Honble. Governor General and Council, that you immediately return to the Presidency, delivering the Subject of your Commission to Rajah Ram Pundit the Naib of Cuttack, to be by him communicated to Chimnaje Baboo.

" Fort William,
Council Chamber,
the 29th January 1781.

I am, Sir,

Your most obedient humble Servant,

(Signed)

Edward Hay,

Acting Secretary."

Mr. Anderson, in the mean time, proceeded on to Cuttack, and during his Stay there wrote the following Letters to the Board :

" To the Honble. Warren Hastings, Esq. Governor General, &c. Council, Fort William.

" Honble. Sir and Sirs,

" On my Arrival here three Days ago, I was informed that the Rajah Chimnaje was encamped with his whole Army amongst the Hills, about twenty-four Cols from this Place ; that the Mountainers were, in general, up in Arms against the Maratta Government ; that they had for some Time entirely cut off the Communication betwixt this Place and the Rajah's Camp ; but that it was then again, in some Measure, opened by the Reduction of the Rajah of Dheckanale, who had been one of the principal and most active Leaders in the Rebellion. I immediately dispatched Letters to Rajah Chimnaje and his Dewan Bhowanny Pundit, informing them of my Deputation from you, and of my Arrival here, and requesting to know if it would be agreeable to them that I should wait upon them in Camp. It is with Concern I am obliged to acquaint you, that the Hircarrahs who carried the Letters, have now returned and informed me, that it is utterly impossible to pass through the Hills, even considerable Bodies of Horse, who have attempted to join the main Army, being obliged to return. This Information is confirmed by the Voice of all those with whom I have had an Opportunity of conversing.

" As there has been no Intercourse whatever betwixt this Place and the Camp for some Days, it is impossible to say where the Army is at present. All the Inhabitants here concluded, from a Variety of Circumstances, that it is in motion. But different Opinions and Reports prevail regarding its Destination ; some alledge, that it was Chimnaje's Intention to march against the Rajah of Sumbelpore, who had refused to submit to the heavy Exactions imposed by the Maratta Government ; whilst others conjecture, that he is now actually on his March towards the Western Passes of Bengal. Though this is merely Conjecture, yet the well-known Distresses and Importunities of Chimnaje's Army, and Impossibility of finding any further Resources in this exhausted Country, give it an Appearance of Probability that will not allow me wholly to reject it.

" I think it necessary to inform you, that there are few or no Troops at present in this Part of the Country.

" I am this Evening to have a Conference with Manoojee the Dewan of Rajah Chimnaje's Duftur, and Hurdy Ram the Dewan of Cuttack, which will probably determine me regarding the Measures which are now left for me to pursue.

" Cuttack,
31st January 1781.

" I am, &c."

" Honble. Sir and Sirs,

" I had Yesterday Evening the Honor to receive your Secretary's Letter of the 29th Ultimo.

" Raja Ram Pudit being at present with Chimnaje Baboo, and it appearing the Intention of your Order that I should communicate the Subject of my Commission to the Persons who, for the Time being, might be considered as the Representatives of the Maratta Government at Cuttack, I this Morning waited on Manoojee Pundit and Hurdy Ram, the former of whom, as Phurnoveesse, possesses great Weight in the Councils of the Berar State ; and the latter, as Dewan of Cuttack, holds the Executive Authority of this Soubah in the Absence of Rajah Ram Pundit.

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I had, at a former Interview, opened to them the Intention of my Deputation, and this Morning entered on the Subject more fully, explaining it to them nearly in the Words of my Instructions. During the Course of our Conversation, Manoojee and Hurdy Ram at first expressed some Apprehensions from the Resentment which the Peshwa and his Ministers would entertain at their Master's suffering Colonel Pearse's Detachment to pass. They enlarged much on the steady Attachment shewn by Moodajee to the English, even whilst all the other Nations were at Enmity with us; and observed, that he had sent his Son to command the Troops, who, notwithstanding the pressing Instances of the Peshwa and his Ministers, had thus long avoided an Invasion of our Territories, and had even now, under Pretence of reducing some petty Rajahs, removed his Army to a considerable Distance, on Purpose that our Troops might the more easily pass. This was a Proof of Friendship which had not occurred to them at our first Interview. I was, however, * to find it adduced, and readily admitted it. I pursued the favourable Disposition which it discovered, and I have the Pleasure to inform you, that Manoojee and Hurdy Ram promised that Orders should be sent to all the Tanadars and Officers on the Road, not only to avoid doing any Thing which might be productive of Disputes, but to assist as far as possible in supplying the Detachment with Provisions in their Route. The Performance of this Promise must, however, I am sensible, depend on the Intentions of the Maratta Government, and the Orders which may be received from Chimnaghee. At the Request of Manoojee and Hurdy Ram, I delivered to them the Letters of Introduction which I received from the Governor General for Chimnaghee, and some Dispatches which I had brought from Beny Ram Pundit to his Brother, and they promised that they would immediately forward them to Camp under a strong Escort, together with a Letter from themselves to Rajah Chimnaghee, informing him of the Subject of my Commission.

* Sic in Orig.

"I learned from Manoojee and Hurdy Ram, that Chimnaghee, with almost the Whole of his Army, was at a Place called Khond, on the Boundaries of the Conjer Country, about thirty-five Cofs from hence. It lays, I am informed, nearly N. W. from Cuttack; and no Inference can be drawn regarding Chimnaghee's Intentions from the supposed Situation of the Army, as it is said to be almost equally convenient for marching to any of the Places for which Report variously destines it—to Sumbelpore, to Great Naugpore, on to the Western Frontiers of Bengal.

"In obedience to your Orders of the 29th Ultimo, I shall set out To-morrow on my Return to Bengal.

"5th February 1781.

I am, &c."

Mr. Anderson afterwards left Cuttack, and set out on his Return to the Residency. On his Arrival at Ballasore, he overtook Bissumber Pundit, a Vakeel whom Chimnaghee Baboo had sent through the Hills, under a strong Escort, with Dispatches to the Governor General. Mr. Anderson agreed to travel in Company with Bissumber Pundit to Calcutta; but, before he left Balasore, he heard that Chimnaghee, with all his Army, was come down into the open Country, which was confirmed by a Letter which he received from Chimnaghee's Minister, Bowanny Pundit, expressing a great Desire to see him, and requesting him to return from Balasore to Chimnaghee's Camp, which was then in the Neighbourhood of Jaagepore. But as the Order of the Board of the 29th January was positive, and Mr. Anderson knew not on what Grounds it was issued, he thought he could not take upon himself to deviate from it; he excused himself therefore to Bowanny Pundit in the best Manner he could; and having written all the Circumstances to the Governor General, he proceeded by slow Journeys towards Calcutta, expecting to receive on the Road further Orders for his Conduct. The Governor General accordingly did write to him three Letters, directing him to comply with Bowanny Pundit's Desire; but as they were sent by one Road, and Mr. Anderson proceeded by another, they did not reach him till after his Arrival at Calcutta.

In the meantime Colonel Pearse's Detachment entered the Maratta Territories; and Chimnaghee Baboo, whose Army was now within a few Miles of the Road, not only suffered him to pass without Opposition, but directed one of his principal Officers to attend the Colonel, and supply the Detachment with whatever they might want. The Colonel's Letters afforded daily Testimonies of the Care with which the Officer executed his Instructions; and the Detachment, during the Whole of the March through Orissa, had the most plentiful Supplies of Grain and every Kind of Provisions.

Repeated Dispatches were about this Time received from Chimnaghee and his Ministers, (vide Appendix, No 5, 6, 7. 80.) professing their friendly Disposition towards the English, and declaring their Resolution to afford Colonel Pearse every Assistance during his March through Orissa, but all of them complaining at the same Time of the Hardships which their Friendship for the English had brought upon them, *and the English had brought upon them* †, and the Difficulty which they found in pacifying their Troops, who complained of their Want of Pay, and loudly called out to be led to plunder. A Letter was likewise about this Time received from Bowanny Pundit, the Moonshiee of Rajah Moodajee Bhosila, addressed to Beny Ram Pundit, the Berar Vakeel at Calcutta, which throws some Light on the Views and Policy of the Court of Berar.

† Sic in Orig.

Vide Appendix, No 10.

The Message which Bissumber Pundit conveyed from Rajah Chimnaghee Baboo, contained several Propositions of great Importance; and as the Rajah had expressed some Chagrin at not seeing Mr. Anderson on his first Deputation, we agreed to send that Gentleman back to him. The Governor General also sent Bissumber Pundit back at the same Time with Answers to the Rajah's Propositions. As it became necessary to inform Mr. Anderson of the Propositions conveyed by Bissumber Pundit

and to direct him to sound the Dispositions of the Rajah and his Minister regarding several Objects of a secret Nature, it was thought advisable to issue his Instructions from the Governor General only, without minuting the Particulars of them on the usual Records of the Council. The following is a Copy of the Letter, which, being agreed on by the Board, was written to him :

To David
Anderson,
Esq.

" Sir,

" For the better Accomplishment of the Views of this Government in the general Commission with which you have been charged, I think it proper to furnish you with the following Materials of Information and Instructions for their occasional Application.

" The immediate and professed Design of your Deputation is, as it originally was, to reconcile the Government of Naugpore to the Passage of Colonel Pearle's Detachment through the Province of Orissa, and to afford it the most public Mark of Attention and Respect. It may, however, be productive of other Consequences ; and these I proceed to explain.

" The Cause assigned by the Government of Naugpore for sending so large a Force to our Frontier is, the Necessity in which it found itself of complying ostensibly with the sudden Requisitions which were made to it by the ruling Administration of Poonah and the Nabob Nizam Ally Caun, and the Danger to which a Refusal would have exposed it from the Power of the Confederacy in which they had recently engaged. This Intention was early notified to us with solemn Professions of Friendship, and a fixed Resolution to maintain it. Hitherto I have no Reason to doubt these Assurances, for they have been verified by Facts. Chimnajee received his Dismission, and is said to have begun his March on the Dufferra, on the 11th of August of the Year 1779. He proceeded by studied Deviations and Delays, and instead of entering Bahar, which was the prescribed Scene of his Operations, he kept the Road of Cuttack, where he arrived in May last, and has confined himself to that Province, though greatly distressed ever since. In the Month of October I secretly furnished him with three Laak of Rupees to relieve the pressing Wants of his Army, and gave him Expectations of a larger Supply, if the Answer to the Letters then dispatched to Naugpore were such as I required ; that is, if Moodajee accepted the Guarantee of our Treaty offered to the Peishwa, and issued Orders either for the Junction of the Army under Chimnajee with our's, or its Recall. He has done neither, but captiously objected to every Article of the Treaty, proposing such Amendments and Additions as he must have known would be rejected, and declined to send the Orders required to his Son, but still professing an inviolable Attachment. It is possible that these Declarations were made only to save Appearances, as the barren Expedition against Dakkanaul, at the precise Instant in which Colonel Pearce was preparing to march into Orissa, can only be reconciled with any Principle of rational Policy, by the Supposition that it was calculated to remove it from the Line of his Route. He has been permitted to pass without Interruption, an Officer of that Government appointed to conduct him, and he has to this Time been plentifully supplied with Provisions, either by the Command or the Connivance of the Rajah. You will be yourself a competent Judge whether the consequent Conduct of the Rajah is answerable to the Conclusion which I have stated of the Authority which has prescribed it.

* Sic in Orig.

" It can only be ascribed to two Motives; one, that which I have supposed; the other, to profit by the Departure of so considerable a Part of our Force, and to invade the * of Province of Bahar with less Hazard of Resistance. I have no Suspicion of the latter, because it is inconsistent with my Belief of the Policy of that State, and with the Season of the Year, which is already too far spent for such an Undertaking.

" The Object of this temporizing System is to obtain the Acknowledgement of the Claim of the Government of Berar to the Chout of Bengal; and I have no Doubt that this Concession alone would instantly purchase their Alliance and their decided and open Declaration in our Favour. I know that is their Object, although it has never yet been declared in Form: Possibly you will be questioned upon the Subject. If Chimnajee has Authority to treat upon this or any other Subject, receive his Proposals, and transmit them to the Board. If he has not, you will with Propriety refer him back to his Principal, with whom it ought to originate, since he must ratify whatever is concluded respecting it. Profess yourself unqualified to talk upon any Point not included in your Instructions, but hear and report whatever the Rajah or his Minister may say to you, and rather encourage than check any Hope which they may entertain of our Compliance with their Pretensions, endeavouring to learn from them what Advantage they are disposed to offer for so important a Concession; whether they will engage to unite with us in the Prosecution of the War against Hyder to his final Extermination? whether they will accept an Equivalent, or even more than an Equivalent, in any other Quarter for the Chout, either the Portion acquired by General Goddard of Guzeraut and Concan, or such Conquests as may be made by Colonel Camac in Malva or Khandesh, or any other which they may suggest? Be careful not to put Questions to them directly by which they may construe a yielding Disposition in this Government, or an Eagerness to court their Friendship by too great Sacrifices; but rather endeavour to lead them to the Information which you may want, by Questions of Explanation, and by such Observation and even Misapprehensions as may be most likely to produce the Discovery of their real Sentiments and Expectations. In the mean Time it is possible that some Advantage may be made of the particular and personal Views of the young Rajah himself. As the immediate Heir of his Father he has Pretensions to the Succession of the sovereign Authority of the Maratta State, and it seems to be † only Provision which can be made for him to secure

† Sic in Orig.

his future Independency; without this, his Father's Death will leave him at the Mercy of his Brother, and without a Resource; for it is not likely that his Brother should expend the Wealth, or hazard the Power *the Power** of his own State, to promote his Interest, and raise him to a Dignity superior to his own. Neither is it improbable that Moodahjee would be glad to see the * Re-
 accomplishment of such an Establishment for both his Sons. The Policy of the Dewan is, as I am told, more directed to the Elevation of the Family and Government than to the Establishment of any individual Interest in it, except perhaps that of Rajoojee, the eldest Son by Blood of Moodajee, but the Son and Successor of Janoojee by Adoption. Benram and Bissumber Pundit are properly his Servants, and strongly attached to him. Bowanny Pundit is in the same Interest, and was chosen to his present Trust by Dewagur Pundit. These * there Persons would take Alarm at any Suggestion of a separate Interest of Chimnajee, and on this Account, you will cautiously avoid touching on any Subject tending to it with them. But I recommend that you seek an Opportunity to sound Chimnajee himself upon it. I am told, that though young and unexperienced, he does not want Understanding; that he is ambitious, spirited, and impatient of Controul. Seek an Opportunity of conversing with him alone; he will perhaps afford you one without any Contrivance on your Part, and this will be better. Avail yourself of it to inspire him with Hopes of the Rajee. Ask him what is his present Object in the Command assigned him? Is it the Attainment of any Settlement in Bengal? This, if accomplished, whatever it be, will become the Portion of his Brother, and his own Dependance more confirmed by it; and to effect it, he may lose the Friendship of the English, by which it may be in his Power to raise himself to a Condition of higher State and Splendor than any that his Family have yet known. There is no Power in the Maratta State which can oppose his Pretensions, if immediately asserted. If deferred beyond the present Crisis, it may be too late. This, his own precarious Situation and future Vassalage, and the Prudence of endeavouring to obtain some Provision during his Father's Life, are Arguments which may likewise be suggested with Effect. The Subject is delicate; break it to him warily; first try his Disposition, proceed as you find him affected by what you have said, but do not go beyond the Encouragement which he may give you. The Effect will at least be to gain Time, and to render him less solicitous for the Prosecution of any Measures which may involve him in a decided Enmity with the English; and if you should be able to make such an Impression on his Mind as to induce him to become a Party with his Father for our Cause, it is as much as I can expect from it, unless he should at once resolve to anticipate his Father's Concurrence, and join a Part of his Forces to Colonel Pearce's Detachment.

"Bissumber Pundit has received his Dismission from me, and will immediately return with Answers to the four Propositions which he brought from Chimnajee Baboo.

"These you already know; I shall therefore only state them in short Heads, which will be sufficient to mark the Relation of my Answer to each.

"Preliminary: Moonseefee. This Word, which Bissumber Pundit has constantly repeated by itself as comprizing the Whole of the Rajah's Meaning, I do not very satisfactorily understand; but supposing it to require my Advice for his future Conduct, I have given it in the following Terms: The Government of Berar has already afforded so many and so public Instances of its Disposition to favour ours, that it can no longer answer any useful Purpose to temporize; and why should it temporize? The Reply to this Question is for their Imaun, that is, for the Credit of their Faith. To this I have answered, that the Faith of the Confederacy, if ever binding on them, having been originally imposed by Violence, has been long since dissolved by every other Party composing it. 1st, By Hyder Ally Cawn, in soliciting and obtaining from the King, a Firmaun for the Subadarry of Deccan, to the total Exclusion of the Rights of the Nazim, and to the Injury of the Peishwa himself, who possesses a Part of the Territory which is included in the Grant; nor is the Guilt of the Act extenuated by the Inefficacy of the Patent, the Disposition being equally manifested by it.

"2dly. By Nizam Ally Cawn, who promised to support the projected Invasion of Bengal by a similar Attempt on the Circars of Seccacole, &c. as soon as Chimnajee's Army was on its March, which Promise he has neither performed, nor has ever made the least Movement towards it.

"3dly and 4thly, By the Peishwa himself, or the Minister acting for him. First, in ordering Beesajee to take possession of the District of Gurrah Mundelah, which but a few Months before had been granted in Jaghæer to Moodajee, as one of the Conditions for his engaging in the Confederacy: And secondly, In failing to send the stipulated Supplies of Money for the Expenses of the Detachment destined for the Service in Bengal. A Breach of Faith in any one of the confederated Powers in any one of the Instances which I have enumerated, except the last, which may be justified, is a virtual Dissolution of the original Engagement with the offending Party, if not with the whole; but in these the Forfeiture is complete on all Sides, except that of Moodajee, who is therefore to chuse what Line of Policy or Connection may henceforth best suit his own Interests. As to his personal Attachment to the Peishwa, let him retain it. We bear no personal Enmity to the Peishwa, nor seek for any Object in the War with him but the Means of bringing it to an honourable Conclusion. Our Wish is, to establish a firm and lasting Friendship with the Maratta State, and to unite with it in destroying our common Enemy Hyder Ally. He is equally the Enemy, and should he (which God forbid) prove successful in the War with the English, would become a fatal one to all his present Associates. Let the Government of Berar declare
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itself in our Favor; its Influence will not fail to draw after it the Peshwa's Administration, which subsists only by the Powers of its Allies and nominal Dependants, for it has neither Wealth nor Resources left, having yielded a Territory of Eighty Laaks to Hyder, the Province of Candesh to Sindia, Aurungabad (if I mistake not) to Nizam Ally, and lost both Guzerat and Concan to the English. Moodajee has frequently declared that he will not suffer the Rauge, which is his Patrimony, to be ruined; let him now stand forth to save it, and assert his own Right to the Possession of it; he has no Competitor, for even the Title is Vacant; nor *be** is he likely to meet with an Opponent. He may command our Assistance, and in his Name, and under the Sanction of his Family, the Maratta State and the British Nation may be united for ever. One* these Grounds, my Advice is, that Chimnajee look only to such a Conclusion as I have described, and either wait the Issue of it, if his Orders restrain him from acting openly in our Cause, or if he may do it, join our Detachment against Hyder Ally. The Interest which I have in offering this Advice does not lessen the Propriety of it, if it is reasonable in itself; and for that let him estimate it by the Truth of the Facts and Reasonings on which I ground it.

* Sic in Orig.

"I proceed to the Propositions.

† Sic in Orig.

"1st, Expence of the Troops. You may engage† supply with them with twelve Laaks of Rupees, the Sum which I formerly promised my Interest with this Government to grant to them in the Event of the Rajah's Compliance with the Requisition made to him in October last, and which, added to the former Supply, will make fifteen Laaks. He must not accept more; and for this he must solemnly promise either to return with his Army to Naugpore, or not to employ it against us. The Money shall be either paid to his Order, or sent to Balasore by Sea.

"2d, Ragonaut Row. This Question can only be properly treated with his Father; but as such a Reference might imply a Hesitation which would be dishonourable, I have plainly told Bissumber Pundit that, in no State of our Affairs, will I ever consent to surrender Ragonaut Row to any Power or Person upon Earth, although I should think it allowable to break off all Connection with him if that should be required as the Condition of any future Engagement whether with the Government of Berar or Poonah.

"3d, To retreat by the Way of Gya, and burn a few Villages, for a Pretext or Shew of Hostility, in the Way. This I have treated as a Subject of Ridicule, not of Argument. Besides I have said that it is too late to temporize. The Line once passed, it would be difficult, perhaps impossible, to stop or retreat; and the Road to Bahar is at this Time impracticable, unless he would force the Passes of which our Troops have Possession, and I will never disgrace our Arms by ordering them to give Way to him.

"4th, Chout. This is a Subject upon which I can make no Reply but to his Principal, if he shall ever exact it. Bene Ram urges it with uncommon Earnestness as the Point which must decide the Union of the Boosla Family with Bengal, and proposes that it be granted as the Condition of their Alliance and Fealty under any Title that may express the Tenure by which it is to be so held, and efface the Odium of the present Name. I have rather discouraged than countenanced this Idea, but not so as wholly to preclude it from future Discussion; and I now mention it, that, connecting it with what I have before written upon the general Subject, you may accommodate your Language to mine upon it.

"I recollect nothing further to add. You will regulate the Time of our Continuance with Chimnajee by your own Discretion, provided he shall solicit it. But should he not, or should you see no good Reason for staying, I shall wish you to return early, as your Presence will be much wanted for the Business of the approaching Settlement.

"I am with great Esteem,

"Sir,

"Your affectionate Friend."

Letter from the Governor General.

"Dear Sir,

"Barasset, 1st March 1781.

"I now send you my private Instructions; they are such as could not properly or prudently be given in public Orders, and exposed, as of Course these would be, to our official Records.* Mr. Wheeler approves them, and authorizes me to declare his Approbation of them. They appear rather longer than the Matter of mere Conversation needs to be; but I should have made them still longer, had they been addressed to a Person less informed, or less capable of drawing the Conclusions from known or supposed Facts, than you are, for I think much will depend on the Temper and Inclinations of the young Rajah, and therefore I have been so particular in stating the Points which are most likely to influence his Mind, and even to prescribe the Manner in which you may most successfully urge them.

"I recommend to you to take Minutes of every Conversation with him; they will be useful not only for Reference, but by connecting the Sentiments of the Rajah expressed at different Times, they will afford you a better Clue to his real Views and Intentions.

"Respecting the Connexion of the Government of Berar with Nizam Ally Cawn, I would rather refer you to Bissumber Pundit, who can give the fullest Information concerning it. I will

only say in a few Words, that I consider them as natural Enemies, although they are on Terms of outward Friendship. I can perceive that Moodagee (or rather his Dewan, whose Dictates the Rajah implicitly follows in all political Measures) stands in some Awe of Nizam Ally, and I have sometimes intimated the Possibility of our being driven to the Necessity of courting his Alliance in the Manner in which I have hitherto sought that of the Government of Berar, if the latter should continue to procrastinate. He was the Projector of the present Confederacy, and is said to be at this Time detached from it by the Report of Hyder's having obtained a Grant from the King of his Dominions. The Report is certainly true.

"Do not fail to make my Acknowledgements to Chimnaghee for the liberal Manner in which he has acted to Colonel Pearse, of which the Colonel writes his daily Testimony. He has a Claim to a grateful Return, and on that Footing I would yield him Advantages, which should be withheld from him for ever if he employed the Means of Hostility or Menace to obtain them.

"Rajah Ram Pundit has been very useful to us by his Influence and Counsels. Let him know that I know it, and am sensible of it. If you shall judge it necessary to ensure either his or Bowanny Pundit's Friendship by Gifts of Money, or to make similar Presents to others, you have my Authority to draw on me for any Sums, and to distribute them according to your Discretion.

"If any Thing that I have said should require further Explanation, and such as can only be conveyed effectually by Conversation, as I shall of course return to Town for a Day, in a Day or two hence, let me know, and I will go earlier to see you.

"I am, dear Sir,

"Yours affectionately."

Mr. Anderson having expressed some Doubts regarding the Intention of some Parts of the preceding Instructions, the Governor General thought it necessary to explain them more fully in the following Letters.

"Dear Sir,

"Barrafut, 2d March 1781.

"To remove every Ambiguity in the Construction of the Paragraph concerning which you have expressed your Doubts, I desire you will read it with the following Correction:

"You may engage to supply them with twelve Lacks of Rupees. This is the Sum which I formerly promised my Interest with this Government to grant them, in the Event of the Rajah's (that * this Moodagee's) Compliance with the Requisition made to him in October last."

* Sic in Orig.

"This Requisition was, that he should execute the Treaty which was proposed to him, and order his Troops at Cuttack either to return or to join us. The Requisition has not been complied with; I now offer the same Sum to Chimnaghee Baboo, with the Condition only that he will return, or solemnly promise not to employ the Forces under his Command against us. I limit the Condition to no Time, but to the Forces which are actually under the Command of Chimnaghee Baboo. These must never be employed against us.

"Here I think it necessary to distinguish between the Motive of this Business on the Condition for which it is granted, and the Condition on which it is granted; and I desire that you will mark the Distinction in all your Discourses upon the Subject. It is this; I consider the Government of Berar as a Sufferer by the many Instances which it has given of its Attachment to ours, and therefore entitled to some Retribution from us. To the World the Appearance of its Forces so near to our Borders, and their professed Destination against our Provinces, will be construed an Hostility. To me, who know the Compulsion under which this Measure was undertaken, and the Pretexts which have been used to elude the Purpose for which it was professedly formed, to whom both its professed Destination and the intended Evasion of it were early notified, and the latter verified by the slow Progress of the Army, its Inactivity, its Distresses; and, above all, by its Forbearance with an English Army passing in their Route, and through their own Territory; it is an Evidence of the pacific Disposition of the Government of Berar, and its Attachment to ours, equal even to the Hospitality shewn by it to General Goddard's Detachment. We cannot repay the Expence which they have incurred by so long an Employment of so large a Body of Cavalry in Inaction, and in a remote and destitute Country; but I deem it incumbent upon our Government to relieve its present Wants, and to afford it the Means of a Retreat. It is a Debt of Honor, Justice, and even of Policy; for I doubt whether the Rajah could return with them unless he could either Discharge a Part of their Arrears, or lead them to plunder. It is therefore as a Compensation for Losses sustained on our Account, as an Acknowledgement and Return for past Kindness, not the Purchase of future Forbearance, that we consent to grant them the Aid which you are intrusted to tender to them. At the same Time we have thought it proper to give it with the obvious Precaution that it be not employed to our own Hurt, nor the Right forfeited on which it was granted, by future Hostilities.

"You must not exceed the Sum of two Lacks in private Distributions; even that you will doubtless consider an Excess unless some very substantial Benefit can be purchased by it.

"I am, dear Sir,

"Yours affectionately.

" P. S. I am not yet satisfied with the preceding Explanations, complete as they may appear; they want their direct and positive Application, which I now add : If Chimnagee, in his Acceptance of the Sum proffered to him, shall insist on any Reservation of the Right to employ his Forces against us in the next Season, or at any Period before their Return to Naugpore, you must declare to him, that his Claim to this Supply will become forfeit by such a Reservation, and that it will put it out of our Power to grant it; in a Word, that we will not grant it."

With these Instructions Mr. Anderson proceeded to the Maratta Camp, where he held several long Conferences with the Rajah and his Ministers. The Subject of these Conferences will best appear from the following Papers, which were sent by Mr. Anderson to the Governor General. They were originally intended by that Gentleman to have been considered only as private Information, previous to his finding Leisure to deliver in a regular Report of his Proceedings to the Board; but as these Papers were written almost at the Moment in which the several Conferences related in them actually passed, they will afford the best Insight into the Views of the Parties, and probably be more acceptable than a Relation more leisurely and methodically digested.

" Honble. Sir,

" Camp, 13th March 1781.

" On my Arrival Yesterday Evening, I was received in Camp with every Mark of Attention and Respect. I was introduced to the Rajah and all his principal Officers assembled. I delivered to him and his Dewan Bhowanny Pundit, the Letters which I received from you. I took Occasion at this Interview to inform the Rajah, that you had sent him some Presents of Silks, which, together with all my own Baggage, had been left at Beercool, the Coolies who carried them having run away terrified at the Reports of the Depredations committed by a Body of Maratta Horse which had entered the Province of Tellafore. The Rajah assured me that these Outrages on our Territories were committed in Opposition to his Orders, and that the Moment he had heard of them, he had sent to recal the plundering Party, and to punish the Persons who composed it. I deemed it necessary to obtain this Assurance before I entered on the Subject of my Commission.

" This Morning I again waited on the Rajah by Appointment, and had a very long Conference with him, or rather with the Dewan Bhowanny Pundit, in his Presence. Having produced my Credentials, I explained the professed Objects of my former and of my present Deputation. Our Conversation afterwards turned on the Propositions which had been made to you through Bissumber Pundit. I was called on for the Answers, as Bissumber Pundit had referred them to me, and had affected an Ignorance of your Sentiments, even on those Points which you have replied to in the clearest Terms. The Dewan, in discussing the Preliminary Article of these Propositions, endeavoured to involve under it the Nature of our Situation with respect to the Peshwah; and it was with some Difficulty that I could confine the Question to the Point of View in which you had considered it, and which, at the Time of stating it, was certainly the Point of View in which it was intended you should consider it, being an Appeal from the Rajah to your Justice. I went through all the Arguments which you have so fully laid down in my Instructions; and as the Dewan seemed inclined to combat every one of them, the Conversation was carried on to a great Length. The Dewan at last in some Measure concurred in the Propriety of the Advice which you had given to the Rajah; but he rested every Thing on your Compliance with his Expectations respecting the first Article of the Propositions, namely, the Expence of the Troops. I then proceeded to inform the Rajah of the Offer which you had empowered me to make him, of the Motives which induced you to grant him that Supply, and of the Promise which you had directed me to exact from him. The Rajah, his Dewan, Rajah Ram Pundit, one or two of the Ministers who were present, and even Bissumber Pundit, affected much Surprise at the Smallness of the Sum: They observed, that near two Crores of Rupees had been expended on Account of their Attachment to the English; they expatiated on their present Distresses, and remarked that the Sum which you had tendered was scarcely adequate to discharge the Arrears of a single Jemauldar, and insinuated the Consequences to which they might be driven by Hunger, Disappointment, and Despair. I acknowledged, in the fullest Degree, the Sense you entertained of their Attachment, and admitted the Reality of their Distresses. I requested, however, that they would consider also the Situation of our Government; that we were engaged in Wars with several powerful States; that although we had indeed latterly been successful, yet that these Successes had been obtained at a vast Expence of Treasure, and that much more might still be necessary; that as these Troops had not come thus far at our Request, nor ever been employed in our Service, it was not to be expected that we could defray the whole of their Expence: All that could be looked for was, that we should assist in relieving them from their present Distresses, of which their Attachment to our Government had partly been the Occasion; and this, I assured them, you had attended to in as full a Degree as our own Situation could possibly admit. In short, much Argument passed on the Subject; and as the Dewan seemed to reject the Offer with a Kind of Slight, which I deemed inconsistent with the Connection which has subsisted betwixt the two Governments of Berar and Bengal, I thought

it my Duty to turn to the Rajah, and ask whether this was a positive and final Answer, or whether it would be agreeable to him, before he gave me my Dismission, to take some Days to weigh all that I had said in his own Mind, and then give me an Answer.

" I proceeded to communicate your Answers regarding the remaining three Propositions. I was permitted to go through those which relate to Rogonaut Raw, and the Passage of the Troops through Goyah, without being interrupted, or *recovering a Reply. When I came to the last Article, and when I questioned whether the Rajah was authorized to treat upon it, the Dewan informed me that he was; and on my telling him that I should in that Case hear and transmit to you whatever he might say, he replied, that too much Delay had taken place on that Subject already. He ran through the whole Story of the Manner in which the Chout had been acquired; said, that the Exaction of it had been suspended on Account of the Troubles which had happened in the Berar State, but that the Right still remained, and that the Troops who had acquired it were still the same. I satisfied myself with replying, that the Troops of Aliverdy Cawn and those of the English were different; and we soon afterwards imperceptibly passed from this Article without my having an Opportunity of fully founding their Disposition in the Manner which you have enjoined. The Article of the Expences seemed to engross the Whole of their Thoughts. They said they† willing to engage hereafter in any of our † Sic in Orig. Views, particularly to unite with us against Hyder Ally, if he had actually solicited Sunnuds for the Deckan; but the Arrears of their Troops must first be paid, without which it was impossible for them to do any Thing; that it was with the utmost Difficulty they could now prevent them from mutinying, by buoying up their Hopes with Promises of Relief from Bengal; and that if a Mutiny should happen, it might prove very fatal to the Rajah and them all; that their Distresses and Apprehensions were now such, that if I went away without fulfilling the Expectations of the Troops, the Rajah must go also, from Necessity, and throw himself upon you for Relief at Calcutta. On the whole, you will not imagine that I had much Reason to be satisfied with the Expectations shewn by the Dewan in this Day's Conversation. I am not, however, entirely discouraged, as I scribe it chiefly to the Idea with which Bissumber Pundit has impressed them of my being possessed with full Powers to settle any Sum which I may think fit; and it is natural for them to try every Method of raising it as high as possible. I am endeavouring to remove this Idea; and I would fain hope, that when this is effected, the Dewan will change his Opinion regarding the Offer which you have made to the Rajah. You will observe, from the Manner in which this Conversation has been carried on, that I have little to expect from an Attention to the particular Disposition of the young Rajah. He shewed a Kind of complacent Indifference during the whole Time, and it was in vain that I endeavoured to engage him in the Discussion by frequent Appeals to him on Points where the Dewan and I differed. I am again to visit him To-morrow Evening, to deliver your Presents, which, I understand, are arrived at Balasore. I shall then confine our Conversation to Subjects of less Importance, and endeavour to obtain a more thorough Insight into his Temper and Character, and to acquire his Good-will and favourable Opinion. I shall be in no Haste to leave his Camp, whilst there remains the smallest Hope of my Stay being productive of any Good. Rajah Ram Pundit, who has frequently visited me since my Arrival, has particularly implored me to represent to you their Distresses, and entreat you to prevent them by a more considerable Supply. It is in vain that I have repeated to him, and indeed to all the rest who have spoken to me, that you have fixt a Sum, and that I was certain that you would on no Account exceed it. Under the present Appearances, I have thought it would be to no Purpose, and premature, to try the Mode which you have authorized of private Distributions. Notwithstanding the Length of this Letter, I have been obliged to omit many Things which I could wish to have mentioned. I must make an Apology for the hasty and inaccurate Manner in which I have written, and request that you will consider it as a private Letter, addressed to yourself only.

" I am, &c.

" Postscript, 14th in the Morning.

" Bissumber Pundit has just now been with me with a Message from the Rajah. He has shewn me your Letters to him, to evince that I have a discretionary Power to increase the Sum tendered as I may think fit. I have explained to him, that although you have referred the Rajah to me, yet you have communicated to me your utmost Intentions, and I must abide by them. He desired, in the Rajah's Name, to know whether he should march forwards To-day, and whether he should give me my Dismission. I have told him, that I wish him to weigh well the Views which I had suggested Yesterday, and to act accordingly; that it is not my Desire to leave him so soon; that, on the contrary, it is my Wish to stay some Time with him, that I may obtain a Knowledge of all his Sentiments and Wishes, so that on my Return I may be enabled to explain them to you; but that on both the above Points it must rest with him to determine; that I could not give him any Expectations whatever of a larger Sum. I do not imagine he will give me my Dismission, though possibly he may make a Shew of marching. I am to visit Bhowanny Pundit this Morning.

" On a further Consideration of my Instructions, some Doubts arise in my Mind, which, as they may still have their Application, I beg Leave to state in short Questions:

" 1st, Shall the Rajah's Promise to return, or not employ his Troops against us, be in Writing; or will a verbal Promise be enough?

" 2d, Shall it either in Writing or verbally be required to be on Oath?

“ 3d, Shall the Word *never* be positively expressed, or will it be enough if the general Tenor of the Rajah's Discourse shews no Inclination *ever* to employ his Troops against us; and in his formal Promise will the Word *not*, instead of never, be in such Case sufficient?

“ If you think any of these Points of Consequence, I beg you will be pleased to send me Answers to them, as they are not particularly expressed in my Instructions, and I wish to adhere closely to your Inclinations in every Thing.”

“ Minutes of several Conferences on the 14th and 15th March.

“ 14th. I received several cursory Visits in the Course of the Day from Bissumber Pundit, and Rajah Ram Pundit; but as little passed, excepting Expressions of the Apprehensions which they entertained of the Consequences which would accrue to both Parties from our not being able to come to an Agreement on the present Occasion, I forbear to minute at full Length the Particulars of our Conversation.

“ In the Evening I went with them to pay a Visit to the Dewan. The Conversation was begun by his asking me if I had considered the Particulars of Yesterday's Conference, and what Advice I had to offer. I replied, that my Advice, in conformity to that of the Governor, was for them to accept of the Sum which in regard to their Attachment had been proffered for the Relief of their present Distresses, and either resolve to join us when Circumstances would admit in carrying on the War against Hyder, or in prosecuting the Object which I had pointed out to them, of acquiring the Rajje of the Marattah State for the Bhooslah Family. The Dewan replied, that Supplies were necessary. To this I answered, that when they should resolve to join in the former Object, the Terms of our Union would necessarily be settled; but that if they should embrace the latter Proposal, the Object would be more for their Benefit than for ours, and that I imagined it could be effected without their incurring much Expence; that our Troops alone had already reduced the Government of Poonah to the greatest Extremity; but that, when joined with theirs, or supported with the Sanction of their Name, they could not fail of Success; that the Rajje was now vacant, in so much that even the Name of it was scarcely preserved; that (as they themselves must be sensible) it was their known hereditary Right; that there was probably no Power would be inclined, and none, I was certain, would be capable to oppose their Pretensions; and that on the Whole, therefore, I thought the Acquisition would be easy and infallible. The Dewan replied, that their engaging in this Object was a Matter which must depend on the Councils at Naugpore; that this therefore would require some Delay, and that in the mean Time what were they to do to relieve the Distresses of their Troops which had come thus far, and which had for Sixteen Months depended on their Expectations from our Government. I replied, that for this Purpose the Sum was now tendered them. He answered, that the Sum tendered was scarcely a Mouthful; that the Rajah had remarked to him, that the Governor had stiled him in his Letters Yeazaz-az-jaan, Dearer than Life; was this a Proof it? Was this all that he would do for one who was so dear to him? It would appear that he regarded Money as more dear. I informed him that I had not had an Opportunity of knowing the Subject of all the Conferences which had passed betwixt the Governor and Benyram Pundit and Bissumber Pundit, or of all the Letters which had been written to and from Naugpore, but that I never had understood that any more than what was now proffered had ever been required or promised; that I had seen one Letter from Dewagur Pundit which, though it mentioned high Expectations in case of a Junction against Hyder Ally, yet it implied no higher Expectations for the Relief of the Troops sent to Cuttrack. I asked him if any higher Promise had ever been made. He acknowledged that no express Promise had ever been made of a larger Sum, but that the Governor had always promised him his Friendship, and in promising *that*, had given them Reason to expect a Supply adequate to their Necessity. Rajah Ram Pundit observed, that the Letter to which I alluded from Dewagur Pundit, related to a particular Occasion, when the Supply wanted was only for one or two Months. I think it here necessary to remark, that Rajah Ram Pundit Yesterday observed at the Conference held in Presence of the Rajah, that the Sum now tendered was only equal to what was in Agitation at the End of the Rains, when the Treaty was first offered to the Poonah Government, and that eight Months Expences had since been incurred. I then replied, that the subsequent Delay could not be ascribed to us, but to their own Government, which had returned the Treaty with Propositions which could not easily be acceded to.—To return to the Conference of To-day: The Dewan asked what mighty Matter it would have been if the Governor, considering their hereditary Claims on Bengal, and from a Regard to his Friendship to Chimnaje, as well as to prevent the Consequences which may arise to our own Territories from their Distress and Despair, had made each of the Zemindars contribute to raise a Sum to relieve Chimnaje, and enable him to return to Naugpore. He laid so much Stress upon this Method of raising a Supply, that I thought it necessary to inform him that Money paid by a Contribution by our Zemindars, or Money paid from our Treasury, was to us much the same Thing, or if there was any Difference, the latter was preferable.

“ Bissumber Pundit having declared to them that he knew not the Extent of the Governor's Intentions; that he had only told him that he would assist them with a Supply in Proportion to his Abilities, and that he had deputed me with full Powers for this Purpose; I thought it necessary

to repeat to them again and again, that the Intention of my Deputation was chiefly to afford a public Testimony of the Acknowledgments of our Government for the Friendship shewn by Chimnajeé in regard to Colonel Pearse's Detachment: That the Governor had, however, for my Information, communicated to me the Answers which he had delivered to Bissumber Pundit, to the Propositions conveyed to him from the Rajah; and had instructed me, in conformity to his Answer regarding the Expences, to engage to supply the particular Sum which he had expressed; that it was not in my Power to deviate from it: That however, if they chose, I should certainly write to the Governor, and communicate to him all that had passed; but that I could give them no Hopes that this would be productive of a larger Supply. They did not require me to write, but left it to me to do as I pleased. We afterwards mutually regretted the Interruption which, from present Appearances, was likely to take place in the Friendship which had subsisted betwixt the English and Berar Government; and which, if preserved, we agreed, might have tended to the mutual Benefit of both States. This is almost Word for Word all that passed at this Interview. I studiously avoided Argument, because I had observed a Captiousness in the Dewan, which, notwithstanding frequent Professions of Friendship, gave our Yesterday's Conference more the Appearance of Dispute than I thought consistent with calm and friendly Discussion. Nothing, however, of this Nature passed at this Interview: Every thing was said in a cool and deliberate Tone; and due Attention was paid by each to whatever was said by the other. I afterwards went and paid a Visit to the Rajah, and delivered to him the Governor's Presents, which he accepted with much seeming Complacency. Nothing passed at this Interview relating to Business. I endeavoured to engage the Rajah in ordinary * Troips of Conversation; but either owing to a natural Shyness of Disposition, or to the Diffidence of a young Man unaccustomed to converse with Strangers, or, perhaps, to the Restraint imposed upon him by his Ministers, he shewed little Inclination to enter into any Discourse. His Answers were always short, and his Questions very few; but his Silence shewed no Want of Affability. Bissumber Pundit came to me afterwards, and informed me that Rajah Ram Pundit would shortly come to me with a Message from the Rajah, to ask me whether he should march on To-morrow. The Effect of his March, we both agreed, would be the letting loose all those plundering Parties who had hitherto with so much Difficulty been restrained; and Bissumber Pundit acknowledged, that when a Fire was once kindled, it was not easy afterwards to extinguish it. Bissumber Pundit said, that the Rajah's Expectation were about fifty Laaks; he has since talked of thirty, or twenty-five. About ten at Night, Bissumber Pundit came again, and informed me that Rajah Ram Pundit was coming to ask me about the March of the Troops: I desired he would tell Rajah Ram Pundit beforehand, that I had no Right to object to the Rajah's marching to any Part of his Territories; but the Manner in which this March was proposed, immediately after our Conferences, would to all the World carry the Appearance of a Threat, as it really was; and that, as I was instructed to offer a Supply from Motives of Gratitude and not from Motives of Fear, I should not, if the Rajah marched, think myself authorized to repeat the

for which I had made to him: That I had now done every Thing in a public Capacity that lay in my Power, to prevent a Rupture; but that there was, indeed, one Thing of a private Nature, which I could take upon myself to do; and that was, to make Presents to the Amount of one Lakh, or one and an Half, or thereabout, to Bowanny Pundit, Rajah Ram Pundit, or any of the Rajah's Ministers; and this he might mention to Rajah Ram Pundit.

The same Night, about Half past Eleven, Bissumber and Rajah Ram Pundit came to me. Rajah Ram Pundit said, that Bissumber Pundit had mentioned to him all that I had told him. I observed, that in settling Farms of Purgunnahs, or Business of such a Nature, Presents to the Sutduddies employed, were usual and proper; but that this was a Matter in which the Lives and Happiness of Thousands were eventually concerned; and that in such a Negotiation, such Presents could have no Place. I excused myself to him: I reminded him that the Idea had been suggested by himself the Evening before, when he had insinuated to me, that if my Object was to obtain any Thing for myself, the House of Bhosilah could easily give it. I repeated to him what I had said to Bissumber Pundit about the March of the Troops, and the Impossibility of my continuing after it the Governor's Offer. He then drew so strong a Picture of the Distresses which the English would thus entail on their Provinces, that considering it as a Kind of Menace, I begged he would desist from such Discourse; that it was, perhaps, improper for me to answer it, as I was sent only on the Idea of their pacific Disposition; but that I would, once for all, repeat to them, that Fear for our own Territories had no Part in the Governor's Intention in sending me: That our Troops were in Possession of all the Gauts, and that we had a Body in the Field, which the Whole of the Mahratta Army could not face: That all that could happen to us (independent of the Loss of distant political Views), would be the spreading Terror amongst the Inhabitants of Midnapore, Jellapore, and perhaps Part of Burdwan. Rajah Ram Pundit then told me, that as I could not be brought to alter my Offer, a Thought had occurred to him, which was, for the Army to go on to Ramchunderpore, and for him and Bissumber Pundit and me to go to the Governor at Calcutta, to see and prevail on him to give a larger Supply; but that I

must promise to use my Endeavors in persuading the Governor; and that we should, in the meantime, leave Mr. Redfearn with the Rajah.

"I objected to leave Mr. Redfearn after I should go myself; but I said that I would send Mr. Redfearn with them, and stay with the Rajah myself; that their going however would, I was certain, be to no Purpose, if the Army moved any nearer our Provinces after what had passed, as the Governor would not afterwards confer on the Subject; that as to my persuading the Governor, Bissumber Pundit could tell him that the Governor did every Thing from himself; that his Reason and Judgment were much superior to mine; that it was my Duty to regulate mine by his, and not to attempt to influence his; that I could not even promise to advise; that I wished to preserve Peace, and had a Regard for the Rajah; but all that I could engage was, to represent all that I had seen and heard; and concluded with telling him, that I could give him no further Assurances or Expectations of better Success with you.

"It was agreed by Rajah Ram Pundit and Bissumber Pundit to represent what had passed to the Rajah.

"15th. Early in the Morning Bissumber Pundit came to me, and told me that the Rajah had approved of **Rajah had approved of* Rajah Ram Pundit's going with Bissumber Pundit, Mr. Redfearn, and me, to the Governor; and that the Rajah had desired him to apologize to me for any Want of Affability which he might have shewn Yesterday: That I must make Allowance for his Feelings as a Soldier, hurt at being stopped in his March, from what I had said in the Morning. Rajah Ram Pundit said that he was hurt at something that passed betwixt him and some of his Jemautdars."

"Sir,

Fort William, 11th March 1781.

"A Letter is received from Major M'Pherson, which reports, that on the 7th Instant a large Party of Marattas crossed the Soobaureeka, and came so near to Fort Knox, that the Officer stationed there fired upon them, and that they moved off, as he supposed, in search of Plunder. He adds, that Dumdareca with a considerable Force was expected in the same Quarter, on that Evening, or the next Morning.

"I desire, that you will remonstrate with Chimnagee Baboo on the Impropriety of this Conduct, and require his instant Orders for the Retreat of his Troops from our Neighbourhood; declaring, that we shall consider their passing our Frontier Line, and, even their Continuance near it, as a decided Hostility, since neither can be attributed to any other Design. It is also my Order, that you forbear to make the Tender to Chimnagee Baboo directed in my Instructions; or if you have made it, that you formally retract it until he shall have recalled all his Forces of every Denomination to a Man, to the southward of Ballasore.

"Mr. Wheeler authorizes me to notify his Concurrence in these Orders, which you will therefore regard as equivalent to those of the Board delivered in the customary Form.

"I am, Sir,

"Your most obedient Servant.

"P. S. A Letter since received from Mr. Pearse confirms the Intelligence of Major M'Pherson. I herewith send you a Copy of it, by which you will see the Consequences which this indiscreet Act, if it hath not received the Authority of the Rajah, is likely to produce."

"I visited afterwards the Rajah, and communicated to him the Purport of the Governor's Letter. He desired me to assure the Governor that he had already issued the Orders which the Governor required. I shall minute the Particulars of this Interview hereafter: Suffice it for the present to say, that the Rajah dismissed me pleased with the Marks of Attention which he shewed to me, and with the good Inclinations which he discovered towards our Government."

"Honble. Sir,

"As I have not Leisure to send you a regular Detail of my Proceedings in the Form of an Address, I have taken the Liberty to send you inclosed a Copy of the Minutes which I have taken, agreeable to your Direction, of every Thing that has passed since my last Letter. They are incorrect; but will perhaps communicate to you a more clear Idea of the State of Opinions here, than I could possibly convey to you in a studied and regular Address.

"It is now settled that Rajah Ram Pundit, Bissumber Pundit, and I and Mr. Redfearn, are immediately to proceed to Calcutta, and that in the meantime the Army is not to move from this Place. I am sensible that Rajah Ram Pundit's Visit, and the Representation which he will make to you of the Distresses of this Army, will put *†*to your Feelings as an Individual to a severe Trial. But considered in a political Light, Rajah Ram Pundit's Proposal of visiting you seemed so much to our Advantage, that I could not possibly object to it. It will transfer the Appearance of a submissive Disposition from us to them: It will prevent an immediate Rupture if there was any Danger of it, and will so long protract Negotiation, that you will have the Power to dictate Terms, without Regard to any other Consideration but those of present Commission or Gratitude, and a View to future Advantages from an Alliance between the two States. This Army will then depend almost entirely

† Sicin Orig.

tirely on your Mercy; for the Season will be too far spent for them afterwards to be able to do any Mischief: A Consideration which I doubt not must have its Weight with you, though I have constantly and invariably in all my Conferences maintained the contrary. It is probable, I think, that Rajah Ram Pundit will be instructed to converse with you on the more important Views which I have suggested of a Junction against Hyder, or the Acquisition of the Rauje. Their Faith towards the Peshwa, or their Connection with Hyder, has scarcely been mentioned; and I have no Doubt but something of Importance would be struck out betwixt you and Rajah Ram Pundit, if the present Emergency could be got over.

"I am thoroughly convinced that nothing but Distress will ever induce the Rajah or his Ministers to break with the English. Whatever has passed of a different Tendency since my Arrival here has proceeded from the mistaken Notion that it might work on me to augment the Supply that I had proffered. The young Rajah, who received me To-day without Restraint, has desired me to implore you to take him and his Army under your Protection, to consider them as much your own as General Goddard's Detachment, to enable them to return to Naugpore, and to command their Services afterwards as you may think fit. We shall travel by daily Journeys to Naraingur, and from thence I have desired Mr. Pearce to relay Bearers to Colbareah. I have written to my Correspondent at Calcutta to send down a sufficient Number of Boats and Budge-rows to Colbareah, so that there will be no Occasion for you to take any Trouble about our Journey: But I beg Leave to suggest to you the Propriety of sending down some Gentleman of your Family to meet Rajah Ram Pundit. This will be a Mark of Respect, to which his Rank, and still more his Attachment to the English, entitles him; and it will be only a Return for a similar Mark of Respect which was shewn to me.

"I have the Honour to be,

"With the most unfeigned Respect,

"Honble. Sir,

"Your, &c. &c.

"Marratta Camp, near Ballasore,
15th March 1781.

"I expect to be at Colbareah in five Days.

"P. S. The Rajah has expressed so much Anxiety for my speedy Return to you, that I have been obliged to receive my Dismission without finding the Opportunity I wished for of speaking to him in private. It would have given much Suspicion if I had desired that his Ministers and Bissumber Pundit should withdraw, and he has always been surrounded by them."

On receiving the two first of these Letters the Governor General wrote the following Answer to Mr. Anderson:

"David Anderson, Esq.

"Sir,

"Fort William, 18th March 1781.

"I have received your Letters of the 10th and 11th.

"Inform the Rajah that the Offer which you have been authorized to make him was purely gratuitous, not intended for Negotiation but Acceptance, and decline any further Discourse upon it as improper.

"The Rajah's Promise to return, or not to employ his Troops against us, may be expressed either in Writing or verbally; but the Requisition must be verbal, and not in Writing.

"It is indifferent whether the Word *not* be used, or *never*."

"I am perfectly satisfied with the Care which the Rajah has taken to repress the licentious Spirit of his People, and to publish his Disapprobation of the late Instance of it; of which I desire you will give him an Assurance.

"I am, with Esteem, Sir

"Your most affectionate Friend."

Whilst Mr. Anderson was at Ballasore, Letters were received from Dewagur Pundit, the Minister of Moodajee Bhooslah, repeating the Circumstances of the Embarrassments under which his Connection with the English had drawn him, and strongly urging the Necessity of our supplying the Troops under Chimnagoe with Money.

Vide Appen-
dix, N^o 11.

Mr. Anderson, on his Return, delivered to the Governor General the following Letter:

"Honble. Sir,

"In the Minutes which I had the Honor to send you from Ballasore, I had only Leisure to mention in a few Words my last Interview with Rajah Chimnagoe. I shall now beg Leave to mention it now circumstantially: The Rajah early in the Morning sent me a Message that he wished Mr. Redfearn and I would come and dine in his Tent before our Departure; and we accordingly

accordingly went, and found the Rajah sitting with little Ceremony amongst a few of his Officers. He received us with a frank and cheerful Air. All that cold Reserve, that affected Indifference which I had remarked at our former Meetings, was now changed into an open and animated Behaviour. We talked of indifferent Subjects, such as the Customs of Europe and Asia, with much good Humor; and his Officers, who had at our former Interviews preserved a formal and respectful Silence, now mixed in our Conversation with easy Familiarity. At length our Discourse turned on my Departure for Calcutta; the Rajah then changed his Mien, his Distresses rushed full into his Mind, and he described them with a Degree of Energy that excited Compassion; then taking hold of my Hand, he in a Tone of Supplication begged that as I had been an Eye Witness of his Distresses, I would represent them to you in their real Colors; that I would put you in Mind that they were drawn upon him by his Desire of preserving a Friendship with the English; and that I would in his Name implore you to take himself and his Army under your Protection; to consider them as much your own as Colonel Goddard's Army, to make as great Exertions for their Relief, and to enable them only to return to Naugpore, and afterwards command them as you please. He insisted more than once on my promising to represent all those Matters in the strongest Manner, and earnestly entreated me to become his Advocate with you. I could only repeat to him that I should faithfully report every Thing to you.

"When the Servants informed us that the Dinner, which the Rajah had ordered to be prepared for Mr. Redfearn and me, was ready, we retired to a separate Tent; the Rajah however soon afterwards followed, and standing at a Distance, pressed us to eat in a Manner that shewed the strongest Desire of pleasing. I mention this Circumstance, though apparently trivial, because it was a Kind of Condescension which to me marked the Disposition of the Rajah's Mind more strongly than the most exaggerated Professions.

"We afterwards returned to the Rajah's Tent, and passed more than an Hour with him; before he would consent to give us our Dismission. Bowanny Pundit in the mean Time joined us, but he took little Part in the Conversation, being chiefly employed in dictating to the Moonsee Answers to the Letters which I had brought from you.

"Before we received our Dismission, the Rajah insisted on our accepting of a Horse, a Turban, and a few Pieces of Cloth; and then having repeated his Request that I would join Rajah Ram Pundit and intercede in his Behalf with you, he took Leave of us with a Degree of Warmth and Emotion that shewed both how much he was desirous of my representing his Conduct in a favourable Light, and how much he considered his future Welfare as dependant on your Determination.

"I have the Honor to be with the greatest Respect,

"Honble. Sir,

"Fort William,
26th March 1781.

"Your most faithful and
Obedient humble Servant."

Rajah Ram Pundit arrived at Calcutta on the 25th March, and the next Day waited on the Governor General.

During the first two Visits Rajah Ram Pundit drew a strong Picture of the Distresses of Chimnaghee's Army; and to prove how incumbent it was on us to relieve them, he expatiated on the Friendship which had been shewn by the Berar Government towards the English. He enumerated a Variety of Instances; their Conduct towards General Goddard's Detachment at Hoshungabad; their delivering up Mons. Chevalier who had taken Refuge in their Country; their forbearing to invade our Territories notwithstanding the Remonstrances of all their Allies; and lastly, the Assistance which they had afforded to Colonel Pearse on his March through Orissa. He discussed with great Ability the Interests of the Maratta States; and shewed that he was very sensible how much it would be for the mutual Advantage of the English and Moodajee Bhosla to unite cordially in a close Alliance; still however his Observations were general, and he seemed to avoid any clear or particular Propositions: It was agreed therefore, for the Purpose of bringing the Negotiation to a speedy Conclusion, that the following Propositions should be stated in Writing, and communicated to Rajah Ram Pundit by Mr. Anderson:

"That as a Return for the Proofs of Attachment shewn by the Berar Government to the English, and to relieve the Troops from the Distresses which they at present suffered, and which were in some Measure occasioned by their amicable Inclinations towards this Government, we would give them 12 Lacks to complete the Sum which we had formerly promised to them."

"That we desired to know what was afterwards necessary to be done to effect the desired Union of the two States? Would Chimnaghee resolve immediately to send 3000 or even 1500 of his best Horse to join Colonel Pearse, and act with him against Hyder? would he return with the Rest of his Army to Naugpore? and would he promise to Interest himself with his Father to engage in Alliance with us, and to send a Person from Naugpore to settle finally the Terms of a Treaty? That the following might be the Grounds of the Plan:—That we should engage to assist them with a Part of our Troops in taking possession of the Forts of Burhampore and Assur, and the Country of Khandeish, which had been lately assigned by the Peshwa as an
"Annexation"

“ Annexation to the Jagheer already possessed by Madajee Scindia ; that if it should be advisable
 “ to pursue further Conquests, we would assist on a Plan of Participation ; and that they on their
 “ Parts should engage to unite with us in effecting the total Extirpation of Hyder Ally Caun.
 “ But that if such a Plan could not be settled, we desired to know clearly what they would do
 “ on their Parts to merit any further Assistance from us.”

The next Day Rajah Ram Pundit returned an Answer to the following Purport : “ The De-
 “ mands of Chimnajee’s Army amount to two Crores of Rupees, in Part thereof, fifty Laaks
 “ have already been paid. Let the English pay fifty Laaks more ; the Troops will then have
 “ received one Half of their Pay, with which it will be in Chimnajee’s Power in some Measure
 “ to satisfy them, and in this Case he will send 3000 Men along with Colonel Pearle, and will
 “ march the Rest to Naugpore. If it is desired that a more close Connection should take place,
 “ let a trusty Person be sent from hence to Naugpore, and a Treaty may there be concerted and
 “ settled for the Establishment of a permanent Alliance betwixt the English and the Marattas,
 “ and the Extirpation of Hyder Naig ; or the * let Mr. Anderson be sent immediately with 50 ^{• Sic in Orig.}
 “ Laaks to Chimnajee to satisfy the Troops, and bring Rowanny Pundit to meet the Governor at
 “ the Subunrecka, or in either of the English Camps at Dantoon or Narraingur, to settle with him
 “ a Treaty containing the Terms of an Alliance. If this is approved, the Sum of 50 Laaks must
 “ be sent immediately, because it will not be in Chimnajee’s Power to leave the Troops until he
 “ has satisfied them : If the Governor will give some Assurances that these Propositions will be
 “ shortly taken into Consideration, Rajah Ram Pundit will accept of the twelve Laaks tendered
 “ for the present as a Part of a Treaty, and will cause the Army immediately to march to a
 “ greater Distance from Bengal : But unless some Assurances of the Kind are given, he must decline
 “ receiving the twelve Laaks, will repay the Sum of three Laaks which was formerly sent to
 “ Chimnajee, and desires to receive his Dismission immediately.”

These Propositions seemed so highly unreasonable, that the Governor General immediately sent
 Mr. Anderson to Rajah Ram Pundit with a Message ; the Substance of which was as follows :
 “ That he would send the 12 Laaks, if Rajah Ram Pundit would accept of that Sum in the
 “ Name of Chimnajee ; that no more would be given : That the Rajah, on the Acceptance of
 “ this Sum, must return to Naugpore, and not stay any longer at Cuttack : That if he would
 “ send 2000 Horse with Colonel Pearle, their Charge should be defrayed by us : That the Go-
 “ vernor General must decline a Meeting with the Rajah, unless the Grounds on which they are to
 “ meet are previously settled, as he cannot possibly think of meeting to treat about Money : That
 “ Rajah Ram Pundit may stay here if he pleases ; but that he need not stay in Expectation of
 “ more Money, as that Subject must now be dropped.”

This Message being accordingly communicated to Rajah Ram Pundit, he desired Mr. An-
 deron would return to the Governor General with the following Answer : “ He consents to send
 “ 2000 Horse with Colonel Pearle, who may receive the Pay which shall be agreed on. He
 “ accepts the Supply now offered as a Return of Kindness ; but to prevent a Mutiny of the Troops,
 “ requests that a Loan of a further Sum of 25 Laaks may be given, so that he may be enabled to
 “ quiet them. It does not signify, although a Delay of 12 or 15 Days should take place in pro-
 “ curing the Loan, if it is only agreed to by the Governor ; he will immediately send off the
 “ Twelve Laaks, and cause the Troops to remove towards Naugpore ; he proposes that the
 “ Loan should be obtained either in his Name, or in that of Syna Bahader (Chimnajee) from
 “ Merchants, and that the Company should be Security. It may afterwards be repaid by means
 “ of Conquests of Countries on a Plan which may be settled. It is requested from Necessity, be-
 “ cause Syna Bahader has no Means of satisfying his Troops. He desires that this may be accepted
 “ as an Apology for his repeating with so much Importunity the Subject of Money ; he begs that
 “ the Governor General will take Syna Bahader under his Protection, and relieve him in his present
 “ Distress. If this Loan is not acceded to, Rajah Ram Pundit wishes to be dismissed as soon as
 “ the Governor General pleases ; and in that Case nothing can be settled, as the Sum tendered
 “ cannot be accepted, and a Mutiny must be the Consequence amongst the Troops in
 “ Areffa.”

The above Propositions being laid before † the following Resolution was passed : “ It is neces- ^{† Sic in Orig.}
 “ sary to bring this Negotiation to a Conclusion. We cannot comply with either of the Propo-
 “ sitions made by Rajah Ram Pundit. We cannot advance the Money required. We cannot
 “ give our Security to the Loan, because we know it to be impracticable at the Rate of Interest
 “ allowed by our Bonds, and to allow a higher Rate will destroy our own Credit, besides that
 “ such a Security will be construed and will be in Effect a Payment. If the Government of
 “ Naugpore is willing to concur with our Views for its Aggrandizement and a Connection of
 “ Interests in the Manner which has been held out to it, we are ready to assist it with our Forces ;
 “ we will endeavour to give them the Possession of Burhampore and of Assur, which will
 “ yield a Revenue of 80 Laaks, and of Gurrar Mundela, of which the Amount is unknown, but
 “ valuable. If the Government of Naugpore looks only to the Acquisition of ready Money,
 “ we have it not to give, nor will their Friendship be an Object to us on such a Footing. Let
 “ this be understood to be our final Answer.”

Rajah Ram Pundit, on being informed of the above Resolution, returned a new Sett of Propositions, the Substance of which was as follows:

“ That the Sum formerly tendered to the Governor of Naugpore was 16 Laaks, and that only three have yet been paid; that he will accept of the remaining thirteen Laaks, which he will dispatch to Syna Bauder for the Relief of his Army; that he will cause the Army to march immediately to Dhekanaul on the Way to Gurrah Mandelah; that he himself will stay here for some Time longer, on this Government's giving him Assurances that they will afterwards assist him in procuring a Loan of ten or fifteen Laaks, to be repaid in two Years from the Money to be acquired from the Conquest of Gurrah Mundelah, and for which he, as Naib of Cuttack, will be Security. That he will, for the present, engage * of send 2000 Horfe to join Colonel Pearse, and to assist in the War against Hyder Ally; and that Dewagur Pundit will afterwards come from Naugpore and settle more fully the Terms of an Alliance betwixt the two States.”

* Sic in Orig.

These Propositions were declared to be final. The Point on which our Negotiations hinged was now reduced to an Object which appeared of little Magnitude when compared with the vast Importance of turning the Scale of the Powers of Hindostan, by detaching the Berar Government from the Confederacy formed against us, and engaging it on our Side. When the Propositions, therefore, were laid before the Board, it was immediately resolved to accede to them. Accordingly the Sum of 13 Laaks was advanced to Rajah Ram Pundit; and, on the 2d of April, he attended us in Council, and laid before us the following Articles of Agreement, which he desired to be considered as Preliminary to a Definitive Treaty betwixt the English and Berar Government.

“ Account of the Monthly Expence of the Troops to be sent along with Colonel Pearse, 2000 Suars or Horfe, at 50,000 Rupees per Month for each 1000, making altogether one Laak of Rupees per Month.

“ Dated 8th Ribbee ul Sane, in the 22d Year of the Reign.

“ The said Allowance shall commence from the Time of the Troops leaving Cuttack; and when they shall have finished the Service, and (having received their Dismission from the Commander of the English Troops) they shall return to their own Country, their Pay shall be continued according to the Number of *Munzels*, or Days Journeys, which there may be from the Place of their Dismission to the City of Cuttack.

“ Whereas a Friendship is firmly established betwixt Maha Rajah Moodajee Bhosila and the English, the following Articles are accordingly settled by Syna Behader through Rajah Ram Pundit:

“ 1st, That Rajah Syna Bheader shall send 2000 good and effective Horfe along with Colonel Pearse, to assist the English in the War against Hyder Naig; that the Officer commanding them shall act under the Orders of the said Colonel, or the Officer who shall command the Bengal Troops in the Carnatic; and that they shall receive from the Officer who shall command the Bengal Troops in the Carnatic, an Allowance for their Support at the Rate which hath been settled in a separate Paper by the Governor General and Council and Rajah Ram Pundit, Month by Month, in the same Proportion as the English Troops shall receive their Pay.

“ 2d, That the Army of Rajah Syna Behader will immediately leave Orissa, and march on an Expedition against Gurrah Mundelah: Let the Governor General and Council of the English, from a Regard to the Friendship which subsists betwixt the Family of Bhosila and the English, give Orders that an English Officer, with a Body of the Troops now stationed in Hindostan, may march from that Quarter to assist the Rajah in the above-mentioned Expedition; and having reduced Gurrah Mundelah, establish immediately the Rajah's Garrisons there.

“ 3d, That in order that the Friendship betwixt the Family of Maha Rajah Moodajee Bhoselah and the English may daily be strengthened and augmented, let the Governor General and Council, for the present, send a trusty Person to Naugpore, and hereafter the Dewan Dewagur Pundit will come from that Place and have an Interview with the Governor General, when, with their mutual Advice and Approbation, the Desires and Demands of both Parties will be adjusted and settled.

“ 4th, That if it should happen from particular Circumstances, that an Interview betwixt Dewagur Pundit and the Governor General cannot take place, in that Case, the Desires and Demands of both Parties may be settled at Naugpore by the Intervention of a trusty Person, and the Bounds of Friendship shall be so firmly established betwixt the Family of Bhosilah and the English, that no Infraction or Injury *can ever, by any Means, happen* to them.”

These Papers being signed by us and Rajah Ram Pundit, with the Testimony of Beny Ram Pundit the Vakeel of Moodajee Bhoselah, Copies of them were mutually interchanged. An Order has since been issued by us to the Sub-Treasurer, to advance such Sums, on Account of the intended Loan of ten Laaks, as the State of our Treasury will admit; and Rajah Ram Pundit has delivered to us an Engagement to the following Purpose:

“ Whereas

"Whereas the Governor General and Council of the English have promised, that in order to assist in supplying the Expences of the Troops of Maha Rajah Moodajee Bhoosla, which are arrived with the Rajah Syna Behader in Orissa, they will procure the Sum of ten Laaks of Sicca Rupees from Merchants of the Province of Bengal, and deliver it as a Loan through the Hands of Beny Ram Pundit; and accordingly an Order has been delivered to the said Pundit for the said Sum on the English Treasurer; in consideration thereof it is stipulated and written on Behalf of the aforesaid Rajah Syna Behader by Rajah Ram Pundit, that he will discharge the said Sum within the Term of two Years, and will pay Interest at the Rate of 8 per Cent. per Annum; to be calculated from the Dates of the several Payments, which will be ascertained from the Receipts of Beny Ram Pundit. In case the said Loan and Interest should not be punctually repaid by Maha Rajah Moodajee Bhooslah and Rajah Syna Behader, Rajah Ram Pundit, who is Naib of the Province of Orissa, engages on his own Part, that he will pay, in the Term above limited, the said Sum with Interest at the Rate above-mentioned, either from his own private Fortune or from the Revenues of the Province of Orissa.

"Written the 6th April 1781, or 11th of Rebbec ul Sane, 1170 of the Hegyra."

Rajah Ram Pundit has since taken his Leave, and is gone to Chimnaje's Camp to make the necessary Arrangements for the March of the 2000 Horse which are to join Colonel Pearse.

We have thus fully given a Narrative of this Negotiation, because we think the Issue of it may be productive of an important Change in the political State of Hindostan. We shall now beg leave to close with a few Observations. By acceding to Rajah Ram Pundit's Propositions, we have effectually detached one of the most powerful States from the general Confederacy against us, into which it had apparently entered; we shall by this Measure add therefore to ourselves in Proportion as we diminish that of the Confederacy. The Separation of the Berar Government will doubtless excite Distrust amongst the remaining Powers, and probably the Example will be followed. The Nizam, who has not yet entered into open Hostilities against us, and the Ministers of Poonah, who already tremble for their own Existence, seeing the Confederacy begin to dissolve, will naturally be desirous of securing themselves by an early Peace. The mere Fame of an Alliance betwixt the English and the Government of Berar will have a great Effect. We shall no longer be considered as sinking under the united Weight of every State in Hindostan; the Scale of Power is evidently turned in our Favour; and this is of more Importance than could be well imagined in Europe, where the Policy of Nations is regulated by Principles the very reverse of those which prevail in Asia. There, in Contests betwixt Nations, the weaker is held up by the Support of its Neighbours, who know how much their own Safety depends on the Preservation of a proper Balance. But in Asia, the Desire of partaking of the Spoils of a falling Nation, and the Dread of incurring the Resentment of the stronger Party, are the immediate Motives of Policy; and every State wishes to associate itself with that Power which has a decided Superiority.

It is true the Alliance which is held out in Rajah Ram Pundit's Propositions apparently relates to Objects of a very limited Nature. But it is not to be doubted that when once the Marattas of Naugpore are fairly involved with us in the Prosecution of these Objects, it will not long rest with them to set Bounds to our Connection. The Assistance which is to be given to us in the War with Hyder, is as full a Declaration of Hostility against that Prince as if they had lent their whole Army. And their employing our Forces to assist them in recovering Gurrah Mundelah from a Tributary of the Peshwah, will probably lead to a complete Junction of their Strength and ours against the Government of Poonah, or reduce the latter to the Necessity of becoming a Party with them and us.

We will now consider what would have been the Alternative if we had refused to accede to Propositions which were evidently so desirable. Whatever might have been the real Inclination of Chimnaje, or the Dictates of his Father Moodajee Bhooslah, his unpaid Troops had long been kept quiet only by the Hopes which were held out to them of acquiring Wealth from the Plunder of Bengal. And if no Supply had been granted to them, it is probable that extreme Distress would have compelled them to seek for Support by an Invasion of our Frontiers. It would be little Consolation to us to know that their own Destruction would be the certain Effect of such a Measure. We know that before they could have been totally destroyed, or even expelled, much Mischief would have been done in the Provinces of Burdwan and Midnapore by their Depredations, and still more by the Alarm which they would have excited amongst the Inhabitants. The Revenues and Investments must have been put to a Stop from the Desertion of the Royets and Manufacturers. The immediate Loss would have considerably exceeded the Sum now requested; and the fatal Consequences of such an Irruption would have been felt throughout these Provinces, and particularly in the Manufactures for many succeeding Years. We can mention on the best Information, that the Desertion of the Manufactures for only three Days from the Aurung of Radnagur alone, would have occasioned a Loss of Four Laaks of Rupees, as the Silk Worms must have been wholly destroyed, and their Loss could not have been recovered for many Years. If the Troops of Chimnaje had been driven to this Extremity, a War must inevitably have ensued with the Government of Berar, more dangerous to our Possessions in Bengal than any in which we have ever been engaged since our Acquisition of the Dewanny.

Nor are the Advantages to be derived from the present Agreement merely speculative or negative. The great and almost the only Defect of the Detachment sent under the Command of Colonel Pearse to the Relief of the Carnatic is, the Want of a Body of Cavalry. The present Offer of 2000 of Chimnajee's Horse will amply supply this Defect. They will be fully sufficient to prevent the Detachment from being harrassed on the March, or suffering from Want of Provisions, and though little can be expected in the Field of Battle from the Discipline of Maratta Horse, yet as much may be expected from them as from the Horse which will be opposed to them by Hyder Ally. The Junction of this Body will prove therefore of real and immediate Service.

We are aware that Men who are inclined to object will not fail to employ the most specious Arguments to draw Censure on this Negotiation. They will avail themselves of Maxims which have already obtained the popular Opinion; they will, without Hesitation, ascribe our Conduct in supplying Chimnajee with Money to Weakness or Want of Foresight; and they will declaim that the History of all Ages, from the remotest Period down to the present Century, shews, that to Purchase the Forbearance of invading Enemies serves only to tempt them to return with increased Numbers. It is in vain to attempt to answer every Objection which Ingenuity may devise. We must rely on your Candour to impute our Conduct to more honorable and judicious Motives. It cannot escape your Attention that the Negotiation for Money began at a Time when we could have little to apprehend, though much to hope, from the Government of Naugpore; that it was held out as an Inducement to obtain their Assistance in effecting an Accommodation with the Government of Poonah, and that the professed Object of it was a Retribution for the heavy Expence which they had incurred from their Desire of preserving Peace with the English: When their Answers from Naugpore affected a higher Style, and indicated a Change of Disposition, Mr. Anderson was sent to Cuttack without any Authority to treat on Money, Colonel Pearse was ordered to proceed through Orissa in Defiance of all Opposition, and an Army was assembled under the Command of Colonel Ironside for the Defence of our Frontiers of Burdwan and Midnapore. During all this Time the Negotiation for Money was dropped, nor was it renewed until Colonel Pearse had passed without Opposition close to the Maratta Army, and until new Proofs were given us of an amicable Disposition. The Governor General's Letter of the 2d March to Mr. Anderson will fully explain to you that though we thought it in Prudence necessary to stipulate the Return of Chimnajee's Army as a Condition on granting the Supply, yet the Motives or the Conditions for which we were willing to grant it, were different; and the Governor General's Letters of the 11th and 18th March will shew that, when Motives of Gratitude ceased, and Hostilities were expected, we instantly directed Mr. Anderson to retract our Offer and to decline any further Discourse on the Subject of the Money. At length the affecting Manner in which the Rajah opened his Distresses to Mr. Anderson at his last Interview, and threw himself on our Mercy for Relief, induced us to resume the Subject with Rajah Ram Pundit. These Circumstances have not escaped the Attention of the Marattas themselves; and we are satisfied that they, in whose Opinion the Public is perhaps most interested, have not mistaken the Motives of our Conduct. Nor need we apprehend that the Supply which they have received will ever tempt them to return to their Provinces. They best know the extreme Distresses which they have suffered, the heavy Expences which they have incurred, and the Misery which they have entailed by this Expedition on their Province of Orissa; and it is not to be supposed that they will ever again attempt to fit out an Army of 30,000 Horse, at an unavoidable Expence of more than a Crore of Rupees, to march a thousand Miles through a hilly Country, in the Expectation of acquiring a Supply of 12 Lacks of Rupees. On the whole, whatever the designing or uninformed Part of the World may say, we flatter ourselves that you, in whose Approbation we are most particularly interested, having all these Circumstances fully before you, will be pleased not only to approve of the Motives which have influenced us in these Negotiations, but also of the favourable Issue to which we have happily brought it.

It remains only for us to observe, that Letters have lately been received from Chimnajee confirming every Thing that has been settled by Rajah Ram Pundit; and we have the Pleasure to think that he has now engaged sincerely and cordially on our Side.

Fort William,
the 30th April, 1781.

We are, &c.

From Moodajee Boofla, dated the 16th Zehedja.

Received the 9th January 1781.

" Your agreeable Letter acquainting me that the Sincerity of my Attachment and Friendship, and of my Advice and Proposals was fully known to you, after you had understood, from the Representations of Beneram Pundit and the English Translation, the Contents of my friendly Letters; and that you had, in consequence of your knowing the Necessity of the Times and Circumstances, settled all Matters in the most prudent and advisable Manner with Row Pundit Purdhaun on this Condition, that I should become Guarantee to the Durability of the Treaty on both Sides: That you had therefore sent three Copies of a Treaty for my Ratification, and after recounting the Articles you mention, that I must first put my Seal on them as Guarantee, together

rler with the Seal and Signature of my confidential Minister; and then having informed you and the Council of it, must send them to Poopah; that when the Rulers and Chiefs of that Place shall in the same Manner, have put their Seals and Signatures to them, they are to keep one of the Copies, and to send the other two to the Governor of Bombay and General Goddard, that every * may be amicably settled, and the War entirely stopped. You further mention, particularly of Hyder Ally Khan, and his Friendship and Alliance with the French, the confirmed Enemies of the English, that your sole Attention was taken up with preparing for repelling and punishing him in a proper Manner; that this Enmity to Row Pundit Purdhaun is of long and ancient standing; and that if he encrease his Power and Strength in this Manner, he will by Degrees destroy their Kingdom; that it is therefore most advisable for them to station a considerable Force under a Commander of Experience and Trust with the English Army, by which Means the Pride and Presumption of Hyder will be reduced, and whatever Treasures or Country may be taken from him, shall be divided equally between both Parties: That the suffering so considerable an Enemy to acquire Strength, without any Attempts to depress him, would most certainly give rise to great Losses and Disputes. This Letter arrived in a lucky Hour; and by removing my former Anxiety and Expectations, gave me inexpressible Pleasure, and added considerably † Friendship. The Advances which you have made are highly commendable among Persons who have great and important Objects in View, and are calculated to ensure the Peace and Satisfaction of the People, and put an End to the Labors and Distresses of the Soldiers; and the taking the Resolution of sending the Treaty, is a complete Proof of your Friendship and Sincerity. From the first down to the present Time, the present Hostilities and Disputes were not from your Inclination or Wish; but whatever was done, originated from the Governor of Bombay; and in that Case, there being no other Remedy, you were compelled to exert yourself for the remedying it, and for the Preservation of your Possessions, and the Defence of every Thing dear. By the Blessing of God, your good Intentions are well known to the whole World. As, before the Arrival of the Treaty, I had received repeated Intelligence by the successive Letters from that Quarter of your Intentions for Peace on the Part of the Company, and that the Treaty would be sent afterwards, my Desire was, that as soon as the Treaty should arrive, I should send my Minister Dewagur Pundit for the Purpose of settling this Matter, that every Article might be determined agreeable to my Wishes, and at no future Time any Disagreement about a single Letter might arise. But when I had perused the Treaty, and had reflected on the several Articles of it with the most attentive Consideration, I discovered some Points which were contrary to the Treaty of Colonel Upton in so considerable Degree, that the Poonah Amilars will never give their Assent to them; for if there are some few Things in it which I cannot approve of, how can they ever be expected to consent? and what I myself do not comprehend, how should I explain to another? I have therefore delayed affixing my Seal and Signature to it, but have carefully kept it with me. To the Variation of the Times and the Revolutions of the Heavens it is entirely owing, that although you were sincere and approved of Peace and Friendship on every Condition, yet such Delays and Obstructions have arisen in the Matter, that the Business of To-day has been put off till To-morrow, and what was approaching to a Conclusion, has been delayed to a future Time; but where there is Steadfastness, Faith, and Sincerity, there is no Room for any Prevarication, but that of the Times and Circumstances, to raise such Obstructions, as it is impossible to prevent. Thus, from the Distance of the Road, three Months have elapsed entirely in the coming and going of the Coffins; otherwise the Refusal and Assent of all the Articles of the Treaty on your Part, through the Mediation of this Government, would not have met with these Delays, and every Thing would have been settled in the best Manner. As it does not seem to me advisable that the War should be suffered to extend on every Side, and as my friendly Heart has, on all Occasions and in all Situations, wished to perform the Duties and Obligations of Friendship, I have therefore, in Answer to every Article of the Treaty which you have sent, wrote fully and explicitly in such a Manner as was proper, and as my Friendship, Faith, and Regard to Treaties required; so that the Intents of former Treaties might not be frustrated, and that I might not seem partial to either Side, these Answers having been prepared in my Presence, are written on a detached Paper, from which you will gain compleat Information. Nothing in that is new or innovating, but all conformable to former Agreements.

"In case of a Peace, it is necessary for both Parties to give up all Places, agreeable to ancient Treaties, whether acquired before or in the present War. When you shall have done what is requisite, the other Side will likewise perform their Part agreeable to their Engagements. In answer to what you write respecting Ragonaut Row, Futteh Sing Guiewar, and Ranna of Gohed, it is certainly incumbent on all Persons, who have any Regard for their Word, their Honour, or Reputation, to exert themselves in all Cases for the Assistance of any one who takes refuge under the Shadow of their Protection, that it may be known to the whole World, that whoever throws himself on the Protection of the English Gentlemen will, through their Aid, attain the Corruption of his Views; and that whatever distressed Person they will take by the Hand, they will place safely on the Shore from the troubled Sea of War. This is without Doubt the Usage of the World; but where the Standard of Treaties and Engagements has been erected, and a Person has been placed upon for Guarantee, and entrusted with the equal balancing of Interests, it then becomes incumbent

bent on that Guarantee to do nothing that is not consistent with his Faith and Word, or that may seem partial to either Party; but to remove all Suspicions and Doubts, to keep firm to the Truth, by saying and writing nothing but the Truth, and by exerting himself in settling the Arguments of both Sides. Why therefore should we make * in the delivering up Ragonaut Row to the Poonah Ministers agreeable to former Treaties, under Pretence of his being the Master where he chose to reside, since it is much more advisable to put an End to all Disputes, and since the Ministers of Poonah will never fail in the smallest Point of Respect, Attention, and careful Treatment to one of their illustrious Family? Futty Sing Guiewar is likewise a Branch of the Rauje, and is besides protected by you; his Concerns will therefore certainly be attended equally with those of a Brother; and as to the Ranna of Gohed, conformable to what you write, no Spark of Enmity against him will remain in their Minds. Why should you therefore take any Trouble in their Affairs? Let it be written in the Treaty, that on this Condition it is binding, otherwise that it is void. Enter therefore on this Matter with the greatest Sincerity, and do not put any more Refusals in it, but prepare and send me a Treaty agreeable to the enclosed separate Sheets, in which there is a full Discussion and a Plan for a Treaty at the Foot of each Article: You will thus remove the Responsibility from yourself to me; and if the Poonah Minister should not then agree and assent to it, you will not be blamed. What is to happen, will happen. The short of it is this: That I have at all Times and in all Situations been resolved to observe and attend to your Wishes, even above those of the Council and of the Chiefs stationed in the other Presidencies. God is Witness that I am in no Instance partial or inclined to the other Side. You will, from the Friendship and Knowledge of Events and Circumstances, approve of what I have written.

* Sic in Orig. " The Treaty which you have sent me I have kept with the greatest Care and Caution, and will soon return it, together with my Answers to all your Kareetahs. Further Particulars you will learn from the Representations of Beneram Pundit.

" Postscript. As to what you have written from the Excess of your Friendship, that a considerable Army has been sent to Madras under the Command of General Coote, and that it is necessary I should write to Kimdojee Bhosla, directing him to join 2 or 3000 Horse with the General, which would be a great Addition of Strength; or should it not be convenient to spare this Force, that in such Case I ought to recall the Army which is arrived at Cuttack; the Fact is this: Of the State of all Matters, and of the full Particulars of this Quarter, not one Article is unknown to you; and I myself have so often written them to you, that they cannot be secret to you. Till Peace shall have been settled and the Treaty finally ratified, I cannot adopt either of these Proposals; but when I shall have assembled there an Army of 50,000 Horse, with all Stores and Necessaries, I may then send an Army to join General Coote, or recall it altogether from thence. This Matter will be more fully explained to you by Beneram Pundit. Be convinced, that in all Circumstances and Situations, I shall be your steadfast Friend.

" Till Peace is finally settled, it is absolutely necessary for me to act in the above Manner."

" The Answer to the first Article.

" All the Forts, Towns, and Places belonging to Pundit Peishwah which may have been taken, or shall be taken by the English Army, from the Beginning of the War till the Ratification of the Treaty, shall be delivered over to the Peshwah, except the Fort of Ahmedabad, and the Share of the Country of Guzeraut, which shall remain in the Possession of Futty Sing Guiewar, and the Fort of Gwalior, which shall remain in the Possession of the Ranna of Gohed, and no one shall oppose it.

" This requires some Consideration, and I request you will reflect with Justice on what I say. When a Town and Fort has been from Time immemorial in the Possession of the Family and Chiefs of Pundit Perdhau, and Futty Sing is one of the ancient Dependants of the Family of the Rauje, what Connection can we have with the English Gentlemen? The Nature of his Connection was this,—that when General Goddard arrived in the Province of Guzeraut with a respectable Army, Futty Sing with his whole Family was in Bedodah; but having no Power or Strength to oppose his Enemies, or defend his Property, he being remediless joined himself with General Goddard; and at this Time has sent several Letters to Poonah, that having no Resource at that Time, except the Protection and Assistance of the English, he had therefore united himself with them. Before this, respecting the Reconciliation of the two Brothers, who had begun Disputes and Hostilities about the Division of their Talooks, I wrote in the Articles of the Memorandum, that, as Futty Sing had taken Part with you, it would be necessary for both Sides to exert themselves for the Reconciliation of the two Brothers, when their Talooks might remain to both of them in Security. You must therefore write respecting them in the Treaty, that Futty Sing is a Chief and Dependant of the other Party, and had joined you solely from the Necessities of the Times; that as Peace and Alliance has taken place between the two Parties, it is incumbent on Friendship to forget all the past; and that the two Brothers, having been reconciled, must be made to remain peaceable and quiet as before on their Shares of Jaghiers, which will be greatly to your Satisfaction and to the Completion of your Wishes. The same must be written respecting the Rannah of Gohed, who has always been a Dependant and Expectant on the Peshwah, and who has now, by the Assistance of the

the English, got Possession of the Fort of Gwalior, which is of such Strength, that the Ministers of Poonah can never permit or suffer it to remain quietly in his Hands. Therefore, towards procuring Peace, it is necessary that both Sides, for the maintaining of former Articles, restore all the Places which they may have taken, of whatever Strength they may be; and let it be mentioned, that on the Subject of the Rannah, no further Misunderstandings shall remain, since the Friends of one Side are likewise the Friends of the other Party.

“ The second Article.

“ Towards the Support and strengthening the Peace and the Interests of both Sides, that on future Occasion no Disputes or Misunderstandings may arise, it is agreed, that in case the Fort of Bassein shall have been taken by the English Army before the final Ratification of the Treaty, should Pundit Purdhaun chuse to exchange it for the Mahals, which have been given up to the Company, and are in their Possession agreeable to the 3d and 7th Articles of the Treaty of Poorunder, conformable to the former Treaty entered into by the Governor and Council of Bombay with Futty Sing Guiewar; but should Pundit Purdhaun not chuse to exchange, we will then, agreeable to your first Article of this Treaty, deliver up the Fort of Bassein to Pundit Purdhaun, and the Country delivered up to us by the Treaty of Poorunder shall remain in our Possession.

“ The Case is this; that I frequently have seen the Treaty of Colonel Upton, and have often wrote the Particulars of it, but never yet heard that the Treaty of Poorunder was made conformable to a former Treaty entered into by the Governor and Council of Bombay with Futty Sing Guiewar, that it should now be mentioned. What has the Treaty of Futty Sing to do with the Treaty of the Peshwa? or what Connection can Dirt have with a Person of Distinction? Futty Sing is one of the Dependents and Chiefs of the Rauje; if he chuses to deliver over by Writing to any one the Towns and Forts belonging to the Rauje; how can it be agreed to, or what Authority and Voucher is that, that it will be assented to? Whatever the Owner and Possessor of the Country gives in Writing, that alone is binding. In this Case therefore it is necessary that all Mahals and Places in the Province of Guzeraut, Conkin, and other Parts which formerly belonged to Pundit Purdhaun, and which have been taken in the present War, should all be delivered up; and besides, if the Fort of Bassein should be taken, that also must be restored to the People of Pundit Purdhaun. But do not insist upon these Points, which are difficult to be assented to; for these being with them a Breach of former Treaties, and can never be agreed to.* Abide entirely by the Engagements of Colonel Upton, and restore every Thing which has been taken in this War, or may be taken before the final Ratification of the Treaty, that the Tree of Friendship may blossom with the Flowers of Sincerity, and that the Thorn of Enmity may be removed. It is not wise to add a little to a large Treasure.

“ Third Article. .

“ After saying that Ragonaut Row shall be allowed for his Expences during his Life according to the former Agreement, you write, that what was settled in the former Treaty respecting the Place of his Residence shall be void; that he shall reside wherever he may chuse, except in Bombay and Surat; that you will never assist him in any Claim on the Maratta Government, unless all the Chiefs who sign the Treaty should agree to it and desire it.

“ The Case is this: When he had been taken Prisoner in the Bombay War, at that Time no Neglect or Deficiency was found in the Respect, Attention, and good Treatment of him. As * present, that he comes under the Protection of so great a Chief, what Refusal can they make to supply his necessary Expences, but giving him Power to reside wherever he likes, which would be certainly attended with Losses and Damage to all Quarters, can never be admitted of; and in what Light can your Letters on this Subject be considered? At the Time of making Peace and Treaties the Door of Disagreements is closed and not left open. How can the former Treaty be rendered void?—From his having this Liberty, great Damage may be expected; for should he ever, under the Protection of Hyder Naig, join himself with a French Army, it would be attended with great Inconveniences to both Sides; the greatest Circumspection is requisite. Nothing more need to be mentioned respecting Ragonaut Row, except the Delivery † him up to the Poonah Ministers, agreeable to the former Treaty. The Article relating to the Assistance of him, in case all the Chiefs who may sign the Treaty should desire it, is likewise unnecessary. † Sic in Orig.

“ The fourth Article.

“ Pundit Peshwa, and the other Maratta Chiefs, shall enter into an Alliance with the English, and shall, in conjunction with their Army, attack Hyder Ally Khaun, both for the Protection of their own Country, and for the Conquest of his. They shall invade his Country with the English Army, and shall mutually join for his Destruction. Whatever Portion of Country may be conquered from him shall be equally shared in such a Manner that they shall take what borders on their Country; and the English shall possess what lies near theirs and the Nabob Wallah Jah's.

" The Answer to this is as follows:—When, after the Bombay War, Ragonaut Row had been taken Prisoner, and had been delivered in Charge to Madajee Row Sindia, who sent him under Care of a confidential Servant of his to Achen, in the Way to which Place he found an Opportunity, and escaping to Surat, was a second Time taken under the Protection and Assistance of the English; at that Time my Minister Dewagur Pundit, who was at Poonah, was asked by the Ministers of the Peshwa his Advice; that for many Years Hyder Naig had not paid the smallest Part of the Peshwa's due to them, and had besides possessed himself of some of their Mahals: That after the End of the Bombay War, there being some Prospect of Tranquillity and Peace by Ragonaut Row's brought to them, they had resolved to send an Army of great strength against Hyder Naig, and to reduce his Violence; but that when General Goddard had arrived at Surat, and Ragonaut Row had returned to him, and was preparing to renew the War, at that Time, how could they hope to be able to oppose two such powerful Enemies, and maintain themselves against two such violent Attacks? The Pundit told them in Answer, that they should enter into a friendly Correspondence and Connection with the one who was an English Chief, supreme over all the Possessions of the English, and who was unequalled in his Prudence, Foresight, Faith, Sincerity, and Observance of Treaties, (namely, the Nabob Amud ul Dowlah,) and then engage in vigorous Measures against the other, (Hyder Naig,) and either entirely destroy him, or take from him the Money, Talooks, which they want. The Ministers agreeing to this Advice, sent Letters and confidential Persons to General Goddard successively on the Subject of Peace and Alliance: And at that Time Letters from the General were likewise received, full of Expressions and Promises of Friendship, and saying, that they ought to ascribe Ragonaut Row's being admitted to reside with him to no other Reason but his (the General's) Friendship for them, to prevent Ragonaut's applying to any other Quarter; that if they wished it, he would come in Person to meet them, and settle every Thing in a personal Conference. At that Time, certainly, this Matter would have been settled to mutual Advantage, and many Points of Consequence would have been properly adjusted by personal Agreements and Consultations: But of every Thing which the General had written, not one came to pass; for neither did he find Leisure to come himself to Poonah, nor did he enter into Negotiation with the confidential Agents sent to him, nor did he pay any Attention to the Letters of Dewagur Pundit. In short, Affairs at last ended in open War and Hostilities, and it became necessary for them, having lost so sincere a Friend, to unite themselves with their old and established Enemy; and they, after mature Consideration, agreed to this desperate Remedy, and having entered into friendly Connections with him, settled every Matter agreeable to his Plan and Proposals. As the Opportunity, which is once suffered to escape, can never be recovered, it is Matter of great Sorrow, that now, when Peace might be made with the English, an Army cannot be sent into the Possessions of Hyder in Company with the English without being treacherous to him, and without being guilty of such a Breach of Faith and Engagements as to deter any other in future from trusting to or believing their most solemn Promise. This, however, can never be admitted by the House of Pundit Purdhaun, nor will it ever be admitted. As the Disposition of Hyder Naig is bent on Treachery and Disputes, there is no Doubt but that in a short Time, he will be guilty of some Breach of Treaty, such as uniting himself with the French, or conceiving some hostile Schemes, when immediately, in consequence of such Breach, they may join in the destroying him; but till he takes off the Mask and discovers such Disposition, they cannot think of any Thing contrary to their Engagements. Leave this therefore to Time, and do not mention it in the Treaty, but wait to see when it may happen.

" The fifth Article.

" Should Pundit Peshwa not agree to form an Alliance against Hyder Naig, nevertheless Peace shall be made on this Condition, that both Sides shall remain in Possession of what they have got, and a Cessation of Hostilities shall take place for one Year from the Date of this Treaty, during which Time Peace may be settled on such Terms as to ensure its perpetual Stability.

" In Answer to this, what I learn from it is, that at any Rate Peace and Friendship is your Wish. This is very proper and satisfactory; but a Cessation of Hostilities without a final Completion of Peace, is not the Custom of this Country. The Practice of Europe is this, that two Kings will sit down on the same Carpet and will play at Chess together, and their Armies will remain peaceably together, while they receive continual Accounts of each other's Intentions; and if they should put an End to all Hostilities they agree to a Cessation for a certain Number of Years, after which they renew their Attacks and Hostilities: But this is not the Method in Decan, for whatever Engagements are entered into, these are lasting and perpetual; you must therefore write this much, that if they will join their Army with that of the English, it is well; and if not, it will make no Difference; that you will with your single Force attack the Enemies, but that at any Rate you are desirous of Peace with the Poonah State.

" The sixth Article.

" As Peace is made with Pundit Purdhaun at the Intercession of Moodajee Bhooslah, it is necessary that he become Guarantee to it. The Treaty is therefore first sent to him, that he may certify it under the most solemn Oaths of his Religion with his own Seal, and the Signature of his confidential Minister, that he approves of the Treaty, and agrees to be Guarantee to it; that no Breach shall ever happen in it; that as long as both Sides abide by it, he will be the Friend of both; and whoever shall break it, he will be his Enemy till he shall atone for such Breach.

" The State is this; that I am, without Doubt, the firm Friend of your Quarter, and likewise am a Well-wisher of Pundit Purdhaun, in conformity to my Attachment due to the Family of the Rauje, and have taken upon me this Trouble and Exertion merely for the Ease of the People, and from my Regard to Truth and Sincerity, and my Knowledge of the Rights and Properties of every one. I likewise hoped that, upon the taking place of the Peace and Alliance, I should attain the Completion of my Views, and should, by the Assistance of both Parties, be relieved from the Difficulties incurred by the Expences of the new-raised Sepoys: I therefore agreed to become Guarantee and Security to both Sides, and whichever should have failed in his Part of the Obligation, I should first attempt to make him sensible of his Fault; and if that failed, I should then to the utmost of my Abilities punish him for it, and not be reconciled to him till such Time as he returned to his Duty. But what you have written in the Treaty, that you have agreed to this Peace to give me Satisfaction, is by no Means necessary. This only need be mentioned, that I am Guarantee and Security of this Treaty to both Parties; and that, whichever Side shall be guilty of any Breach of it, I shall continue his Enemy till he has made Atonement for it, and has remedied such Breach of Treaty.

" The seventh Article.

" Three Copies of this Treaty are sent after they shall arrive at Poonah. Ballajee Row Purnavees and the other Chiefs having affixed their Seals and Signatures on them, shall keep one of them, and shall send the second to the Governor of Bombay, and the third to General Goddard, that the War and Hostilities may immediately cease, and every Matter be finally settled. Should this Peace be finished and the Treaty agreed to within five Months from the Date of it, it is well; otherwise it shall be altogether void.

" In Answer to this—The Distance from Calcutta to Poonah is 900 Corse; and besides the Discussion and Explanation, Assent and Denial of the important Articles in the Treaty are in Hand: Why therefore should the Dates and Times be circumscribed? and why is this Clause mentioned, that, if it is concluded within such particular Time, it is binding, otherwise that it will be void? I have kept the Treaties by me with the greatest Caution, and have sent off these Letters to you. After the Receipt of your explicit Answers, the Treaties shall be sent to that Quarter. Set your Mind at rest. In short I have, with the greatest Attention and Care, made myself thoroughly acquainted with all the Articles, and have understood all the good and bad of them; and have written whatever was consistent with my Regard to the Rights and Obligations of both Sides, what might prevent the Interests from preponderating, might perpetuate the Verdure of the Garden of Friendship, and keep off the Blast of the nipping Winds. This you must read and consider with Justice, and not think me in the smallest Degree partial to the Interests of Pundit Purdhaun, for a faithful Guarantee must always have Regard to his Oaths and Engagements, and in all Cases consider the Interests and Advantage of both Sides. You will therefore, agreeable to these separate Sheets, prepare and send a Treaty, without any Addition or Diminution, that my Minister Dewagur Pundit may be sent to Poonah, and settle every Point agreeable to your Desire; when, from the Opportunities of the Times, and the friendly Connection between us, many and great Advantages will be derived."

From Dewagur Pundit.

" I received your Letter in a lucky Hour, in which you write that, &c. (the same Recapitulation as the one in the Maha Rajah's Letter). The Instant that I saw it my Heart felt an immediate and surprizing Satisfaction, from the Hopes and Prospect of a secure and peaceable Future for the People; for by the speedy End to all the Cruelties and Oppressions of the Armies, the Repose which the Chiefs would find from their former continual Occupations, the Attachment of many and great Advantages to both Sides by the Connection between them, the raising your Reputation among all the other Chiefs of the Council, and the English Gentlemen, and even in the Sight of the powerful King of England, and the Hopes of a perpetual and lasting Friendship and Connection between Pundit Peishwa, the Rajah my Master, and the English Gentlemen, by an equal Balance of Interests: I immediately conceived the Desire of departing instantly Express, that,

having opened the Papers on the Road, I might arrive in ten Days at Poonah, and deliver the Treaty with my own Hands, and settle the Basis of it with the Ministers of Poonah in such solid Manner, that on no Occasion any Alteration or Defect might ever happen; and after I should have adjusted those important Points agreeable to your Intentions, I might get my Dismissal to go to Calcutta, where, being honoured with an Interview with you, I might inform you of every Thing which from a long Time has been upon my Mind respecting the true political Measures.

" But afterwards reflecting that it was not advisable for me to be in such Haste before I had fully understood all the Contents of the Papers, I opened them in the Presence of the Maha Raja, when all the Kharetas, Letters, Copies, and Treaties, were perused with the greatest Attention and Care: First, they convinced us of your great Truth and Sincerity, and that you never, from the Beginning to this Time, were inclined to the present Disputes and Hostilities; and next, that you have not included in the Articles of the Treaty any of your Wishes or Inclinations; and in short, the Garden of the Treaty appeared to us in all its Parts green and flourishing; but though the Fruit of it was excellent, yet they appeared different from those of Colonel Upton's Treaty, (the Particulars of which I have frequently written to you,) and upon tasting them proved to be better, and very different when compared to the former Articles. How can any of the old and established Obligations be omitted, and new Matters agreed to, which it is plain that they will produce and damage? Some Points which you have mentioned under the Plea of the Faith and Observance of Treaties are of such a Nature, that the Poonah Ministers can never assent to them. In all Engagements and important Transactions in which the Words, But, and Although, and Besides, and Whereas, and Why, and other such Words of Doubt, are introduced, it gives an Opening to Disputes and Misunderstandings. A Treaty is meant for the entire Removal of all Differences, not for the Increase of them. My Departure to Poonah has therefore been delayed, and the Rajah, my Master, likewise having put off the affixing his Seal, said, that although he was determined to sign the Treaty as Guarantee, agreeable to your Letters, yet he could not suffer that after his Seal should have been affixed, it should be rejected by the others; that he must therefore consider maturely before he signs the Treaty, that no one may afterwards make Objections to any Part of it; and after having laboured to explain it to them, to satisfy them and bring them over, they should in any Manner not comprehend it, or join in it, we may then make use of that as a sufficient Reason to act against them. But before we can be able to answer all their Questions and Doubts, we must first comprehend thoroughly ourselves. Although these Lines which you have written in your Kharetas with the greatest Truth and Sincerity, that such Haste was not your Question; but that from certain Circumstances you have, agreeable to the Advice of this Quarter, dispatched a Treaty with all Expedition, in which you have restored every Thing taken in this War, and placed all Matters on the same Footing they were before the War, are very proper and friendly, and entirely conforming to the Articles of Colonel Upton's Treaty, inconsistent with present Interest and future Advantages, and will ensure the Perpetuity of Friendship, and render the Guarantee of my Master the Maha Rajah more secure; yet there is no Remedy for the Variations of the Times, which always produce a Hundred successive Events of the same Kind, and in the Settlement of all Affairs causes so many as to endanger the Peace of the People, and the Security of the Property and Possessions of both Sides. Time does every Thing which he chuses, and there is not the smallest Controul over him. But your Prudence and Wisdom has undertaken this Matter with a thorough Knowledge of the Influence of Circumstances. I entertain great Hopes that you will on all future Occasions attend to every Thing which your old and sincere Friends may write to you from the Sincerity and Friendship of their Heart, and without the smallest Partiality to the other Side; and by the Blessing of God our Alliance and Intimacy will go on increasing. But the great Distance of 800 Corse from Calcutta to Naigpore, and from Naigpore to Poonah, which makes two Months, and to Poonah three Months, necessary for the going and returning of Cosids, cannot be remedied—What can I do? I am a Man, and have neither Feathers nor Wings, the Ground is hard and the Heavens are far off; I am unluckily far removed from the Presence; had I been near you, I should before this have informed you of every Particular relating to this Business, and have adjusted every Thing to your Satisfaction; the Treaty would have been prepared in the best Manner, and great and many Advantages would have been derived from it, and I should have acquired universal Praise: Even at present I am exerting myself to the utmost of my Power in promising what is incumbent on my Attachment, and am desirous of speedily bringing to a Settlement whatever Pundit Purdhaun may propose conducive to a thorough Reconciliation. I have therefore kept the Treaty with the greatest Care and Caution in my Possession, and having taken a Copy of it, I have added to each Article another, which appeared to me proper and advisable, and without any Loss or Disadvantage to the English, or any Thing more in favour of the Pundit Purdhaun, than what was contained in the former Treaties. This I have sent to you, and hope that you will prepare and send a Treaty conformable to that, without any Besides, or If, or Why, or But, and Whereas, that as soon as it arrives, I may depart for Poonah; and having united with me Row Madajee Scindiah, and having brought over the Nabob Nizam ul Dowlah to this Business, I may settle and adjust all Matters which are in this bad Situation.

*Sic in Orig.

Situation. As soon as I have received my Dismission from thence, I would set off for Calcutta, and represent to you every Thing which for a long While I have had on my Mind; and by this Transaction erect to the View of all the World the Standard of the Greatness and Goodness of the English, and of my Masters, and extinguish the Flames of War with the Waters of Friendship. The compassing all these Advantages and happy Prospects depends entirely upon your Will and Consent, and the Power of bringing them to an Issue is in your Hands alone. Further Particulars you will learn from my Letter to Beneram Pundit."

Postscript the same as the one to the Rajah's Letter.

Translation of a Letter from Maha Rajah Modajee Bhosla to Beneram Pundit, dated the 16th Zehudja.

"I have lately received eight Arzies from you; the first two which arrived informed me that the Nabob had told you he resolved to enter into a Treaty with Pundit Purdhaun under my Guarantee and Security; but that the Articles which you had proposed did not meet with his Assent: That Dewan Dewagur Pundit need not take the Trouble of coming to Calcutta, and that you were at Liberty to come or go as you might chuse. After this, one or two Letters arrived, acquainting me that the Nabob Amaud ul Dowlah had held a Council, at which he told you that he was determined on Peace. Three other Letters I received with the Treaty. As you had at first written that you were greatly affected by that Conversation, and wished to retire to Benares, I wrote in consequence of that to Hyderabad, to Poonah, and to Cuttack. About ten Days afterwards I received your Letters, informing me that Peace had been determined on, and all Doubts removed; and I learnt the Contents of the Treaty from the Persian Copy of it. In the first Place, what regards Ragonaut Row is written in an insincere Manner. Where Friendship is wished for, and is under Discussion, no Word admitting of Doubt or Insincerity ought to be used, and every Article ought to be written without the smallest Obscurity. I have therefore not thought it advisable to send my Minister Dewan Dewagur Pundit to Poonah with the Treaty: But if every Article of the Treaty had been plain and free from Doubts, the Dewan would certainly have been sent to Poonah to employ himself for the Completion of Peace. This could not however be done; and the Length of Time which, from the great Distance of the Way, is requisite, for the arriving of Letters and the receiving the Answers cannot be remedied. But God is Witness of the Friendship and Affection which from my Heart I entertain for the Nabob; yet there is now no Remedy except the Execution of the Plan which the Nabob Nizam ul Dowlah and Pundit Purdhaun has settled. For these last fourteen Months I have continually written every Occurrence and Transaction without omitting the smallest Circumstance; and in the Kareetah which I have now written to the Nabob, I have mentioned every Thing which was incumbent on my Friendship, and have also included all the Particulars of the Treaty. All other Matters you will learn from the Letters of Dewan Dewagur Pundit, who has written more fully to you."

(N° 4.)

Translation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated the 16th Zehudja, 13th December 1780.

"I have received your successive Letters, dated the 17th, 19th, 22d, 24th, and 29th of Ramfaun, and the 1st, 7th, 21st, and 23d Shawal, and the 22d of Zekaidia.—First, two Letters arrived to the following Purport: That the Nabob Amaud-ul-Dowlah had told you that he was desirous of concluding a Treaty of Peace and Alliance with the Chiefs of Poonah under the Guarantee of the Maha Rajah, but that he could not assent to the Conditions proposed by us: That he had forbid my coming to Calcutta, and had told you were at Liberty either to stay or go; that you had accordingly for the Departure prepared. After that another Letter was received, in which you wrote, that the Nabob having held a Council, told you that he was resolved to make Peace; and having called you into the Council, held a Consultation with you on all Matters, and afterwards said to you in private, that as the Maha Rajah had, from his great Friendship, written to him Letters containing all his private Secrets, which were more sacred to him than his own Life, it was therefore incumbent on him to exert himself for the Completion of Peace, and that he had accordingly prepared a Treaty with Pundit Purdhaun, under the Guarantee of the Maha Rajah, which he was dispatching, together with Kareetahs from himself. Three Kareetahs and Letters accordingly arrived, and were fully understood; and we learnt from them that Money had been sent to Rajah Chimnaje Bahadre, with many other Particulars. As we first received Letters from you, acquainting us of the Treaty and Conditions not being approved of, and expressive of your Desire to go to Benares, conformably to them we wrote to the Nabob Nizam

Nizam Ally Khan, to Poonah, &c. Ten Days afterwards other Letters were received. In them you wrote, that the Nabob Amaud-ul-Dowlah, from his great Favor, shewed you much Attention, and told you that he was settling a Peace with Pundit Purdhaun under the Guarantee of the Maha Rajah; that he would restore Bassein and the Guicowar, and Gojerat, and the Talooks of Kulean, but that they must unite with him for an Invasion into the Country of Hyder Naig, and for his Reduction. All this we perfectly understood; and you besides wrote, that in two or four Days the Treaty will be prepared and dispatched. Accordingly, four Days after we received the Treaty, with three Letters.—This Treaty was written on one Side of the Paper in English, and on the other Side in Persian; and *one of these Treaties there was a Seal; the other two were Copies without Seals.—After them arrived three more Copies of the same Treaty, and three Kareetahs addressed to this Quarter to Pundit Purdhaun and to Sindia.

* Sic in Orig.

“ The Contents of the Treaty we learnt from the Persian Side of it, and were fully comprehended by us. The Answers to every one of the Articles have accordingly been written to the Nabob Amaud ul Dowlah. Where Peace is really and sincerely wished for, it is proper to write every Article without Obscurity: Had this Treaty been plain and sincere, and without Doubts in all its Parts, I should then have instantly set off for Poonah, where I should have explained and satisfied them on every Point.—First, the Opportunity was suffered to escape, namely, when I went to Poonah, and wrote myself to General Goddard and received his Answers. Had at that Time an Interview taken place between the General and Nanna Purnavees, all Misunderstandings would have been cleared up, and by this Time Hyder Naig would have been so entirely ruined, that neither his Name, nor any Time of his having existed, would have remained; and Pundit Purdhaun and the Nabob would have been one Soulin two Bodies: That Opportunity was lost, and as Matters were referred to the Decision of Arms, Pundit Purdhaun readily consenting to his own Disadvantages, entered into Alliance with Hyder Naig on this Agreement, that they should carry Ruin and Desolation into the Country of the English; and the Nabob Nizam ul Dowlah wrote to Pundit Purdhaun, and having with him settled a Plan, brought us into this Distress against our Inclination and Wishes. Had I not agreed to this, I should have been blamed for the Misfortunes of the Raje; and I, who am a Well-wisher and faithful Servant of the Raje, should have suffered every Reproach and Accusation. As General Goddard had arrived at Hoshungabad, and Mr. Weatherstone had come to Naigpore, and they had been supplied from this Quarter with Bullocks for their Artillery, and all other Duties of Friendship had been performed, this was made use of as an Argument for blaming and accusing us; and Pundit Purdhaun openly affirmed to me, that we had a close Alliance and Friendship with the English Gentlemen; and at the same Time Mons. Chevalier the French Chief, having escaped from Calcutta, had come to Cuttack in Hopes of Protection; and Mr. Elliot, who was coming to this Quarter, having arrived at Cuttack, requested him, notwithstanding that in political Affairs it is very Blame-worthy to forsake a Person who has claimed Refuge with you, yet, in consequence of our Friendship, we delivered him up. And although all the Inhabitants of this Country were displeased and blamed me, yet I considered solely my Friendship, and by this I had become obnoxious and suspected. Having no Remedy, I found it absolutely necessary for me to assent to the Plan, and in consequence of that to raise 30,000 new Horsemen. It is now fourteen Months that we have laboured under inexpressible Distress, and been loaded with an Expence of Crores of Rupees for the Pay of these Troops, but without endangering the Friendship and Alliance of the English Gentlemen. I was desirous to negotiate a Reconciliation at any Rate between them and Pundit Purdhaun, in such a Manner as to ensure the Perpetuity of the ancient Alliance of this Quarter with both Sides. During these fourteen Months, I have therefore continually informed you of all Matters, and have cheerfully submitted to all Difficulties and Distresses. But when the first Opportunity having been lost, a Treaty is at last received, even in that the Concerns of Ragonaut Row are expressed in a doubtful and ambiguous Manner; besides which, in the Affairs of Gwalior, Futty Sing Guicowar, and the Ranna of Gohed, there is great Room for Disputes. The Particulars of all these Points are hinted at large in the Persian Letter, and are too long and tedious to be repeated here. There is a Distance of nine hundred Corse between us, and a considerable Time is lost in sending Letters and receiving the Answers. From unlucky Events and Circumstances I have been compelled to send an Army under the Command of Rajah Chimnaje Bahadre; but how long am I to labor under the Difficulties and Distresses for the Pay of the Soldiers, which is immense? Though two or three Lacks of Rupees have been received, of what Assistance can that be, or how does that relieve us from the Weight of the Arrears? We have entered into Engagements with Pundit Purdhaun and the Nabob Nizam ul Dowlah; but that has not tended to the diminishing our Difficulties, nor can they be removed till Pundit Purdhaun and the English Gentlemen are reconciled. The Maha Rajah has accordingly exerted and employed his utmost Abilities for this Purpose, and has written to you on the Subject; but the Event has not turned out as he wished and hoped for; and now that the Treaty is arrived, even in that there is great Room for Alterations. We are without Resource and Remedy. God knows, and is Witness, whether I am the Friend or the Enemy of the English; but the Earth is hard, and the Heavens are far removed. The Nabob Amaud ul Dowlah is prudent and foreseeing, and all the Difficulties of every Nation are well known to him: At any Rate he will not blame me. I am without the smallest Resource.

and can see no Remedy. Had the English Army under General Goddard never arrived at Hoshungabad, what was then done would not have given Umbrage to the Decan People, and we should not have been compelled to send an Army to Cuttack, and to submit to such a Weight of Expence; but we should have been free and at Liberty in all Points, nor would any Difficulty have come upon us. From a Period of twenty Years our Friendship has been daily encreasing; but from the Plan determined on by the Nabob Nizam ul Dowlah, which has occasioned all these Distresses, I am fallen into great Embarrassment. Had Peace been concluded between the English and Pundit Purdhaun, I was in Hopes that, from the Friendship of the Nabob, I might have requested some small Assistance (on which Subject I accordingly wrote before, and the Nabob has kindly granted us three Lacks of Rupees). I also hoped that Pundit Purdhaun would likewise have given some Share, and that the Nabob Nizam ul Dowlah would certainly have contributed his Proportion, while we ourselves would have consented to suffer one Part of the Loss, and would have repaid the Rest out of the Country of Hyder Naig. But, on the contrary, this Prospect has not been realized, and the Negotiations are extended to an unforeseen Length. The Will of God is superior to every Thing. As yet, what Advantage has accrued to this Quarter from the Name which the Maha Raja has adopted, and from all the Pains and Exertions which I have taken during these last fourteen Months, and from the many Letters I have written, in which I continually style myself the firm Friend, the Friend, the Friend? Fourteen Months have now elapsed since we raised 30,000 Horsemen. If there were only paid three hundred Rupees, what a large Sum it would make? But the established Allowances of this Country are 400 and 500 Rupees for each Horseman, and some have even more than that; besides which there are large Allowances to the Jemadars and other Officers: Consider then well how great the Expence of the Whole must be. Having fully understood this Matter, you must explain it to the Nabob: For fourteen Months we have supported ourselves, and how much longer must we wait in Expectation? It is incumbent on me to do any Thing that may promise a Relief from these Distresses; and if I am neglectful and dilatory in executing it, the whole State will be brought into Danger. I have never been guilty of the smallest Neglect, and yet I am without Reason blamed and accused, and I have continually written all Particulars; but the Will of God is superior to every Thing. The Nabob must read with Attention every Syllable of the Persian Letter which I have written to him, and must write back his Intentions. At this Time it is not advisable to send the Army into Cantonments, and still more imprudent to recall it, as nothing but Losses can be expected from acting contrary to the Plan which was determined on: Something must therefore be done. Should the Nabob think me inexcusable for writing in one Manner, and acting in a different Manner, Distress for Money is my Excuse, and for that I have no Remedy:—But if I was escaped from this Whirlpool, and was able to keep myself alive, my sole Attention and Endeavors would certainly be employed in cultivating the Friendship of the Nabob, which I hope never to lose; or should the Nabob, forgetting this, give me the Name of Enemy, it is my Misfortune, nor can I remedy it; but still I never give up my Friendship for him. The Expences of the Army have rendered me without Resource. War and Hostilities are going on in two or three different Quarters; from one of these it is necessary to be free, and at the same Time Faith and Truth are to be observed. All these Particulars you must fully explain. Like the common Story of the Villager, ‘If I mention it, my Mother dies; if I conceal it, my Father will eat an *emilan Dog.’ Both Cases are difficult: In the same Kind of Dilemma, which I could not foresee, am I fallen; and this the Nabob, who is unequalled in Wisdom and Prudence, must reflect upon with Justice. I write from the Dictates of my Friendship; and should the Nabob conceive different Ideas of what I write, I am remediless. Had the Treaty been written without Ambiguity, there would have been no Occasion for all this. But it can never be consented that Ragonaut Row should remain in full Liberty to act as he pleases: For this Reason—that Madho Row Peshwah, at the Time of his Death, putting the Hand of his Brother Narain Row into the Hand of Maha Rajah Janoojee Bhosila, made them swear eternal Friendship; and that they would by all Means in their Power prevent the Connection from being broken: And Maha Rajah Janoojee Bhosila procured the Release of Ragonaut Row, who was at that Time in Confinement. The treacherous Conduct which Ragonaut afterwards observed towards Narain Row, who had a thousand Rights vested in himself, is well known. After the Murder of Narain Row, the Maha Rajah entered into new Engagements, that though he could not act in any hostile Way against Ragonaut Row, yet he would never suffer him to be at Liberty to act as he should please. This, therefore, never can nor will be agreed to; and as it was not possible to be Security for such an Article, the Treaty has therefore not been sent to Poonah, but has with Letters been carefully kept here, and shall be dispatched on the Receipt of your Answer. How can Pundit Purdhaun at this Time act inimically against Hyder Naig? if he should, no one in the whole World would ever again confide in him: But in the Family of the Peshwa there is no Want of Faith, that they should break their Engagements with a Person who solicited their Friendship. Besides, at this Time Hyder Naig has, in consequence of his Connection with the Peshwa, exerted all his Abilities: They must wait till Hyder is guilty of some Infringement of his

his Engagements, which at present he faithfully observes. The Opportunity of this Attack, which I informed you of in the Month of Cautick, upwards of fourteen Months ago, and which perhaps you recollect, or have Letters respecting it, was suffered to escape. If the Plan had been executed agreeable to my Information, by this Time no Mark of him would have remained; but at present, that to maintain their Friendship he has exerted himself in this Manner, how can they act with Enmity against him? All this has proceeded from the War, and no Advantage has been derived from it. The Chief of Bombay gave Rise to these Hostilities and Enmity, and has brought Matters to this Pass. No Fault laid in the Nabob. The Nabob was compelled to protect the Honor and Reputation of the English; and had he not attended to that, it would have given Occasion to unlucky Events. All the present Circumstances are owing solely to his Wish to maintain his Honor. If all these Misunderstandings can be removed through the Mediation of the Nabob Nizam ul Dowlah or Scindiah, it makes no Difference. I am certain that Nabob Amaud ul Dowlah will now not write me any Letter; for this Reason, because Rajah Chimnaje is on the Borders of Bengal, and perhaps some Damages have been done by him, and which have given the Nabob some Displeasure. Let the Nabob think what he pleases, I am still his sincere Friend; but Misfortunes have no Remedy."

In the Hand Writing of the Dewan.

"God knows what Distress I have suffered, and how great have been the Expences of 25,000 Men, which we have raised within these fourteen Months. I am now within Remedy, and am in Embarrassment from two Quarters. On one Side there are Treaties and Engagements, and on the other a long and established Connection of Friendship. I know not what to do. The Nabob is wise, and is well convinced of the Variation and Fickleness of Times and Circumstances."

Postscript written in Persian.

"You write in your Letters of the 22d and 30th of Ramzan, regarding "A Negotiation taking place for Peace, the Conferences with the Council, and that after much Displeasure the Governor had approved, and come into a favorable Disposition to make a Treaty, to abide by the Engagements entered into by Colonel Upton, to withdraw entirely from Guzerat, the Dependencies of Surat, Conkan, and the other Places which have lately been taken possession of, and until a Treaty can be effected, to stop all Operations." All this is extremely right and laudable, and tends to perpetual Advantages. The Answer which you gave in the Conference with the Council, and to the Governor, was extremely proper—A hundred and a hundred Praises. The Wishes of my Heart to establish Truth and Sincerity, and what tends to evince my Desire of promoting the Welfare of the English, have been strongly demonstrated, and will continue to be so in your Measures and Observations, which were equally prudent and wise.

* Sic in Orig. True it is, that * Expenditure is the Touchstone which discovereth the Value of a Man. All is very proper, provided that the Treaty from that Quarter is concluded with Candor and Truth, and with regard to former Treaties; and that the Places which have been taken possession of be given up, great and small; that Favor be not shewn to Ragoonaut Row, and that he be delivered up to the Row Pundit Purdhan. I have the fullest Confidence that the Governor, without further Stickling or Debate regarding any of these Articles, will pay a Regard to the future, and consulting true Wisdom, will send a Treaty concluded with a sincere Disposition; so that I may have no Doubts or Difficulties in speaking or writing to the Pundit Purdhan and his Ministers, that I may take a determinate Part in enforcing their Acquiescence, and that I may dispose the Nabob Nizam ul Dowlah and Scindiah with Unanimity, both in Terms and in Meaning, to join in promoting these Measures. But it is above all Things necessary that Letters should be sent to me, addressed to the Nabob Nizam ul Dowlah, and also to Scindiah, the Pundit Purdhan, and Balajee Row Jemardar. And it is highly requisite that the Satisfaction of Nizam ul Dowlah, and the settling of his just Pretensions, should be effected through the Channel of this Court; so that with the Assistance of the said Nabob and Scindiah, I may take Measures to lay a proper Foundation for a Treaty with Pundit Purdhan. It must not depend entirely on the Negotiation of Mr. John Hollond; for if that Gentleman is employed, it will not be in our Power here to make sure of the Assistance of the above-mentioned Nabob; he will be drawn another Way; and this will be the Means of interrupting the whole Business. As that Gentleman will write in one Style to Calcutta, and I in another hence, a Difference will arise which will occasion Doubts and Suspicions. It is particularly necessary to be careful to prevent this; for the Nabob is the first and most distinguished of the Chiefs of the Dekan; and he is in some Measure satisfied with the English Gentlemen on the Restoration of Murtoznagur. It is therefore very advisable that he should be conciliated by Civilities and Professions, and the Settlement of his just Pretensions, and thereby brought over to co-operate in promoting the desired Objects. You write, that the Governor,

Governor, after expressing many Doubts and Objections about supplying the Expences of the Troops which are arrived at Cuttack, and after you had satisfied him, said, " The Gentlemen of the Council will not agree; for my own Part, I approve of it. For the present I will give thus much Money; but the Troops of this Place are going to Madras: Let near 3000 Horse of the Troops which are at Cuttack accompany them, so that they may arrive in safety at the Place of their Destination; but let nothing be said of the Chout of Bengal; for this would draw great Discredit on me with the Council and the English; and where Advantages of Crores and Lacks are in Contemplation, it is improper to look to such inconsiderable Objects. Some Compensation will be found for it." The Case is this: In all the Correspondence which has passed during two Years, not a Word has slipped from my Pen that has had the least Relation to Avarice or Self Interest: But I am embarrassed on account of the Troops which are arrived at Cuttack, from my Friendship to both Sides; namely, the Pundit Purdhan and the English. They are prevented from ravaging any of the English Territories from a Regard to the latter; and they are prevented from returning *from returning** from a Regard to the Plan which has been laid down by the Pundit Purdhan. I am perplexed, therefore, betwixt a Regard to my Friend-ship: I had no other Motive in what I wrote. But two positive Conditions are proposed by the Governor before he will agree: The one is, to relinquish the Chout of Bengal, out of the Friendship to the English: The second is, to send 3000 Horse along with the Officer who has been detached to Madras. The Case is this: The Exertions which were made by the late Rajah to obtain the Chout, the Labors he went through, and the Valor he displayed, are as apparent as the Sun. In these Wars, Worlds were overturned, Multitudes were trampled under the Feet of Horse—the Treasures and Goods of Merchants, Bankers, and Inhabitants of that Country, were plundered and destroyed; and two-and-twenty of the most distinguished Chiefs of this Country, together with many of their Companions and Friends, from the Treachery of the Soubah of Bengal, fell in the Service of their Master; till at length, our hereditary Right and Property of the Chout was fully established and confirmed. Although an Union with the English, the greatest Advantages can be obtained, yet how can we relinquish these Rights and Intentions which commemorate the Fame of our Ancestors, without forfeiting at the same Time our Dignity and Rank as Princes? In the same Manner as the Governor says Discredit would be drawn upon him with the Council, so would this draw upon us the Contempt of all our Neighbours. What therefore is written regarding the Relinquishment of the Chout of Bengal, is no ways proper. * It is advisable that our Name should be preserved in that Soubah; but except this, mention any other Difficulties which occur, so that they may be obviated. In preserving the Name of our Chout, great Advantages will be derived to the English. Every one will be afraid to invade their Country: This will be a great Advantage. If Troops were to be put along with the Officer of the English, Intelligence thereof would doubtless be carried to the Peshwa and Nizam ul Dowlah; and they will say with Certainty, that Bhoolah and the English have in their Hearts been secretly united, and now it is discovered. He is in fact, therefore, one of the English, and we must concert Measures and provide against him. All that has then been written to Poonah and to the Nabob, regarding Peace and the Treaty which is coming from Calcutta, will be rendered ineffectual, and a War will be occasioned with the Chiefs of the Dekan. Then at least 50,000 Horse, besides the necessary Stores and Ammunition, must be got ready before any thing can be done. By the Blessing of God whenever my Letters arrive, as many Troops as are wanted can be procured, but I am without Money. As the Courage and Bravery of the Family of Bhoolah is well known, great Revenues would be necessary. Although with the Spirit and Ability of the English, the Assistance of Crores and Lacks is not so very great a Matter; and Men who accumulate Treasure, accumulate it for such Days as these: Yet when so many Objections are made to assist in paying the Expences of the Troops at Cuttack, how can I place my Expectations in obtaining larger Heaps?—If so much Spirit be shewn from that Quarter, I am ready; and I know well that this will not be done by the Council. As the Friendship of the English is at all Events the first and most necessary Consideration, I will therefore exert myself in establishing Peace: For the Power of making Peace with all is the best Object. To this, all other Measures are subservient; and this will certainly be done by them (the English). You write, that after having laid the Foundation of Peace with the Pundit Purdhan, it is requisite that some Troops should be put along with General Coote against Hyder Naig, and take Possession of his Country, when all these Engagements and Proposals may be assented to. My Reason is confounded in discussing this Suggestion. At a Time when Hyder Naig is in every Respect in Alliance with the Peshwa, and has assisted with his Soul and Life to repel the English, for us to unite our Troops with those of the Enemy, and endeavour to extirpate him, would not this fix the Stamp of Infamy upon us for ever? Would any Prince, for Generations to come, ever after assist or unite with the Peshwa? Be yourself the Judge; and whether such a Conduct would become a Prince or not? Why then do you mention it? Why do you write it? The Case is as follows: At first there was the utmost Enmity betwixt Hyder Naig and the Pundit Purdhan, and there was the fullest Intention of sending Troops into Hyder Naig's Country; and after the

the Conclusion of the War with Bombay, and the Capture of Ragonaut Row, it was firmly resolved to send Troops into that Quarter, and a Reliance was placed in the Treaty which was entered into by the Gentlemen of Bombay before the War; but when Ragonaut Row again went to them, and General Goddard was ready to commence Hostilities—when no Regard was paid to the friendly Proposals made by us and the Pundit Peshwa—when they desisted from coming to Poonah agreeable to their Promise, and a categorical Answer was given to the Deputies from Poonah, the Ministers of Poonah then consulted amongst themselves, and having advised with the Nabob Nizam ul Dowlah, they considered, that as Enemies were appearing on both Sides, and it would be difficult to cope with both, what was to be done? Peace must be made with one of them; and War must be carried on with the other. They wished above all Things in their Hearts to make Peace with the English Gentlemen, and unite with them to punish Hyder Naig. But these Gentlemen had plainly refused to enter into any Terms of Reconciliation; it was therefore advisable to accommodate Matters with Hyder Naig: Although he had long been an Enemy, what else could be done? Having nothing else left for it, they were compelled to enter into an Union with Hyder: But as the innate Disposition of that Prince is composed of Ingratitude and Infidelity, and he can never cease to err, it is certain that he will violate the Treaty, and yield a Pretence that will render it advisable for us, in Conjunction with the English, to take Vengeance without incurring the Imputation of a Breach of Treaties. We must therefore wait for an Opportunity when he shall commit some Fault, and doubtless he will commit one; but the Time and Opportunity are still to come; and this is the Way: After the Treaty, formed with Sincerity and Candor, arrives from your Quarter, I will set out for Poonah to conclude these important Matters, and will accomplish every Thing as wished for; I will unite Sindiah with me, and I will satisfy the Nabob Nizam ul Dowlah; and as the utmost Disgust subsists in the Hearts of the Ministers and Nizam ul Dowlah against Hyder, yet, for the Sake of Appearances, as some Pretence is necessary, we must consult together—find out some Accusation against him. We must fix all our Thoughts on this. But some little Delay is necessary to effect all these Objects. This you will well understand; and be not impatient. Things which at first can easily and speedily be accomplished, from the Vicissitude of Affairs, may afterwards be difficult. At present the Establishment of Peace between the English Gentlemen, the Pundit Purdaan, and the Nabob Nizam ul Dowlah, is highly expedient; and, as I formerly wrote, the Loss which each Party has sustained from keeping up their Armies, may be indemnified from some Operations carried on by them in Conjunction. This is certainly true. In former Times it might have been done immediately: If now a Delay of some Days must take place, it does not signify. What comes slowly comes well. The Root and Existence of Hyder Naig will in Progress of Time be extirpated. To conclude—Formerly a long Correspondence of this Kind took place with Lord Clive, which arose from a cordial Friendship on both Sides. After that no Correspondence was kept up, till knowing the distinguished Character of the present Governor, and finding that he was capable of comprehending all these Objects, an Intercourse and confidential Communication has been established. God, who seeth the Inside of all Hearts, is a Witness whether this proceeds from Interestedness or from the sincerest Friendship. The Event will infallibly evince, that it would be difficult to find throughout the whole Extent of the Deckan, and of India, a Friend so truly attached as the Rajah my Master.

“ Postscript.

“ To the Letter which you wrote to Bowanny Pundit to this Effect—that if Pundit Purdaan should not be satisfied with the Treaty, on account of the News of Hyder Naig, *it is proper that you should not be satisfied with the Treaty, on account of the News of Hyder Naig**, it is proper that you should cultivate the Friendship of the English, because many Advantages may arise from it, and the Governor reckons you his firm Friend. I hope that all these Advantages, agreeably to my Inclinations, will be brought about. This is the Answer: That after the Arrival of the true and undissembling Treaty from Calcutta to this Effect, to forsake Ragonaut Row, and to deliver him up to Pundit Purdhaun, and to restore all the Places in the Konkun and Guzerat, and the Talooks of Hind, I will go to Poonah, and will get it confirmed in Person, and will get a Treaty on his (the Peshwa's) Part; and whatever is in my Heart, I shall get established in the Treaty. But if the Peshwa does not agree to this equitable Treaty, and peremptorily refuses it, I will write to you (agreeably to your Letter) whatever is proper to be written. To keep an Army, much Money is required; but I shall in no Respect be neglectful in preserving Friendship with the English; and withdrawing from all others, will adhere to them.”

Translation

Translation of a Letter from Rajah Seena Bahadre, to Beneram Pundit, dated the 23d Suffer, and a Duplicate to the same Purport. Received the 26th February.

" Having committed many Particulars verbally to Bissumber Pundit, I dispatched him to your Quarter. All those Particulars you will have understood, as also the Letters which have since been written to you. From the Friendship of the Nabob Amaud ud Doulah, we are loaded with the Reproaches of Pundit Purdhaun, and Nizaum Ally Khaun; and out of Regard to the Friendship of the Nabob, no Objection or Opposition has been made to the March of Colonel Pearse. But how will the Event of this appear? The Maha Rajah formerly wrote to me; that he was at a great Distance, but that the Nabob was near me; and that whatever was proper, I should write to the Nabob, and act agreeable to his Advice. Accordingly, to this Time, I have acted in that Manner; and it is therefore incumbent and necessary for the Nabob, in consideration of his Friendship, to think of and settle some Plan for the Relief of our Distresses. You must now explain fully to the Nabob this Letter, and satisfy him, and inform me of its Success. After the Distresses of the Army shall have been removed, and the Foundations of our Friendship strengthened, great Advantages will accrue, to this Time. From an Attention to my Friendship, I have readily submitted to these Expences and Reproaches which have been thrown upon us by Pundit Purdhaun, and Nizaum Ally Khaun. The Nabob Amaud ud Dowlah is wise; it is necessary that he pay Regard not to the Money, but to the Friendship of the Maha Rajah, and that he perform what ought to be done. This Friendship will be of great Utility. I dispatch this Letter under Charge of two Coffids. Return them with an Answer speedily."

In the Rajah's Hand. " I have said to Bissumber Shu Bheder, whatever was proper to be said. He will have made every Point known to you. Send him back hither soon, and return a speedy Answer."

(N° 6.)

. From Bowanny Pundit Appa to the same, 23d Suffer.

" Having committed several Points of Negotiation to Bissumber Pundit, I have dispatched him to your Quarter; and afterwards other Letters were sent, which you will have received, and understood the Contents: You will now learn all Particulars from the Letter of the Rajah. From the Friendship of the Nabob, great Expences and Distresses have come upon us, and Serement Row Pundit. Purdhaun, and the Nabob Nizam Ally Khaun, have reviled and reproached us. It is therefore incumbent on the Nabob, not to pay any Attention to the Money, but to the Friendship of the Maha Rajah. You are a Well-wisher to both Sides, and must explain this in a proper Manner, and send a speedy Answer."

In the Pundit's Hand. " Mr. Anderson arrived; but no Opportunity offered for an Interview. He has sent the Letter which was with him, and which I understand. We have done what the Nabob requested, and the Nabob must now keep his Eyes on the Friendship of the Maha Rajah. It is incumbent on his Friendship to give us Relief on the Article of the Pay to the Army. By so doing, the Nabob would insure great Advantages to himself."

(N° 7.)

From Rajah Ram Pundit to the same, 23d Suffer.

" I have before this written to you all Particulars, which you will have understood. Bissumber Pundit having obtained Permission from the Presence, sent for me from Cuttack. When I arrived at the Army, by the Advice of the Pundit, and agreeable to your former Letters received at Cuttack, I explained every Particular in a proper Manner to Appa Sahib, and represented them likewise to the Rajah. I also spoke, at Bissumber Pundit's Desire, respecting the March and Stations of the Army; and got it settled that Colonel Pearse should march, without any Molestation, with his Army, such Days Journeys as he may chuse. Accordingly all the Requests of Bissumber were agreed to, and the Pundit has been dispatched to the Nabob and to you. Do you now execute whatever Plan may bring Things to an issue. I am the least of the Servants of the Sirkar. Out of regard to the Friendship of the Nabob, we, for ten Months, to prevent the smallest Injury being done, detained the Army in Cuttack; and to the Extents of our Abilities to bear, brought into these Distresses, not only ourselves, but our Relations, Friends, and Allies, and attempted to defray those Expences. Bissumber Pundit is well acquainted with the Sentiments, Views, and Wishes of this Quarter, and will have explained them to you. I have, to complete the Point you proposed to me, spoken to the Appa Sahib, and by procuring a free Passage for the

the Battalions, have, with my Eyes open, submitted to a heavy Reproach; and leaving only the Propriety of this Matter to you, I have executed it, as this was for the Interest and Advantages of both Governments: But how long is this Friendship to be maintained through the Intervention of others?—The Nabob, from his Wisdom and Prudence, having conquered the whole Country, has for these twenty Years sent to Europe large Sums of Money; and it is well known that for these twenty Years the Maha Rajah has never once sent an Army towards this Country; and as he for ten Years did not think the Friendship of the Nabob advisable, the Nabob remained in Peace, attending to the Management of his Country, and to raising his Glory. If I was to make an Account of the Chout, to how much would it not amount?—But Fear of God is necessary. For a whole Year an Army of 30,000 Horse has remained with their Eyes towards that Quarter, and continued within their own Limits, and did not commit the smallest Injury in the Country of Bengal, to the Damage of even a dry Leaf. * Much Money will be received; but it is difficult for this Season, and the Advantages of Friendship, to be attained. I am now released from this; the Blame of it belongs to the Nabob. I performed the same friendly Offices at Hoshungabad, and enabled them to go on in Safety to Surat; and in this Place what could be my Motive for delivering up the Frenchman to the Nabob? God is Witness that it was to give Pleasure to the Nabob. It is now universally known, that I procured a Passage for the Battalions: Should the Nabob at this Time alter his Sentiments, God will bear Witness. This Time is distressing: The Soldiers pray that they may be led to Battle and Plunder; and daily and nightly make this Request. You will explain all these Particulars to the Nabob in a proper Manner; and having settled it, write the Intelligence of it. The Season of Opportunity is gone; this may be of great Consequence and Advantage. If he is inclined to maintain and Support his Greatness, let him remain firm in his Friendship for the Nabob: Reflect on this maturely. As I am satisfied as to the Pay of the Army, I will do every Thing which may be for the Interests of the Nabob. Having settled this speedily, inform me of it."

(N^o 8.)

From Hurry Hurr Maha Deo, 26th Saffur.

"Your Letter, dated in Suffer, was received the last Day of that Month. According to your Desire, I am going with Munajee Pundit to the Army; after my Arrival there I will represent all Particulars to you. I have heard that Bissember Pundit being arrived at Balasore, is remaining there in Expectation of seeing Mr. Anderson; before this, he is doubtless arrived in Calcutta. Colonel Pearce is arrived with his Army at Balasore, and Burgerunt Row Nanna has had an Interview with him. At this Time, Letters are received from Rajah Seenah Bahader and Rajah Ram Pundit to Dewan Huderam, and Munjoo Chowdry, to this Purport; that between the Nabob Amaud ud Dowlah and the Maha Rajah, the firmest Friendship exists; that Colonel Pearce is going with an Army to oppose Hyder Naig; that I must therefore come immediately to Gunness Nagur Ghaur, and prepare the Ferry-boats, for the Army to cross as soon as they may arrive there; and that Munjoo Chowdry, and Namdar Khaun, must accompany them to the Limits of Ganjam; that I must quiet the Inhabitants of the Town, and prevent their conceiving any Apprehensions that the Battalions are going to Madras, and will do no Injury; and that I must give positive Orders to the same Effect to Shabeg Khaun and Nabur Khaun, &c. who, on the other Side of the River

* Sic in Orig. Gunjoory, whatever* further may learn, will represent to you."

(N^o 9.)

A Second Letter from Rajah Ram Pundit to Beneram.

"Whatever I and Bissember Pundit together represented to the Rajah and Appah Sahib, will have been made known to you by the Pundit who has been dispatched from hence. Colonel Pearce has had Permission to march, and strict Orders have been given to the Beoparies to furnish him with Provisions; and having sent an Agent from us with him, he has been forwarded to the Southward from the Neighbourhood of Cuttack. Bissember Pundit at the Time of his Departure, petitioned from the Presence, that they would not leave Cuttack till he should address an Azie to them after his Arrival at Calcutta. The Troops here complain greatly that they came in the Hopes of enriching themselves in the Country of Bengal; and that to this Time they had neglected all those Hopes of acquiring Money and Goods; that they had now, for the Sake of Friendship, given a free Passage to Colonel Pearce; that they must now either give them Intelligence where to get their Money, or else suffer them to shew their Courage and Activity. How long are these Discourses to last? We are anxiously expecting Letters from your Quarter: We have performed the Duties of Friendship. To this Time, you and I have, in all Cases and Seasons, exerted ourselves in representing all Matters, and pointing out the Opportunities. The Execution of every Thing depends upon the Nabob. He will do whatever is right.

From

From Bowanny Pundit Moonshy to Modajee Bhooslah; to Beneram Pundit: Dated 20th Mohurrem, and received in Calcutta the 22d Suffer, 21st February.

" Your Letter, dated the 6th Zeheidja, arrived on the 9th Mohurrem, under Charge of the Coffids of Teekchunder Meerdha, together with Hindostanny Letters addressed to the Maha Rajah my Master and the Dewan, and the Receipt of it made me acquainted with all Particulars, and gave me the greatest Satisfaction. You write, that at first you could not agree in any Point of your Conversations, till after the Arrival of the Letters from the Presence, and from Dada Sahib, when, on the contrary, every thing was unanimously assented to; and the Paper of Advice and Requests, and all the other Points were approved of agreeable to what they had written. That upon these Particulars being determined on, Kareetahs and Letters from the Nabob, with a Treaty under the Seal and Signatures of the Council, written in English and Persian, and with Letters from you, were dispatched by the Way of Benares, and by that of Cuttack, and that the Letters from hence were returned by the same Conveyance; that as yet no Answer had arrived to any one of them, which Circumstance had thrown you into the greatest Terror and Apprehensions, lest these Papers, containing Secrets of such Importance, should not have arrived safe at the Presence, but should have been lost in the many Dangers of the Road. That you request the Receipt of them may be acknowledged as speedily as possible, in order to restore Tranquillity to your Mind. That you have, agreeable to the Contents of the Letters from the Presence and Dada Sahib, dated the 20th of Ramzaun, represented to the Nabob the Means of supporting the War on all four Sides, which requires the Presence of an English Army in every Quarter, and will be attended with a considerable Expence; and that you enquired of him, in case he should not adopt this Plan, and should not chuse to incur so great an Expence of Money, in that Case, what Advice and Resolution he would take, and what he would determine on for us; and if he does not act in that Manner, what other Plan he has adopted. That the Nabob is accordingly meditating on the above-mentioned Points, and has begun to settle about the Money, which would be entirely adjusted after the Arrival of the Answers from hence. That the Nabob declares, that he has given up the assisting of Ragonaut Row solely out of Friendship for the Maha Rajah, for, that otherwise, there are many Chiefs and Ministers in Decan who are ambitious, and who would give Money and Treasure for Assistance. That at this Time Keeso Butt, a trusty Servant of Ragonaut Row, is come for this very Purpose, on the Part of several Persons of Credit and Distinction, and promises Money on Condition of Ragonaut's being placed on the Throne; but that he pays no Attention to such Promises, being resolved to maintain the Friendship of the Maha Rajah, and never to assist Ragonaut Row; and that now he has sent the Treaty, he can never think of giving any Assistance; and that he is anxious for the Receipt of the Answers from hence. That you said in Answer, that the Maha Rajah also was, in every Situation, attentive to his Friendship, and would, without Doubt, act agreeable to what the Nabob had written. That it is advisable to send an Answer as speedily as possible, because, in short, to this Time, every Conversation and Negotiation has been founded on a Desire for Friendship and Alliance; but what is learnt from the Letters of Bowanny Pundit Bukshy being of a contrary Nature, and Rajah Chimnaje Baboo * of a contrary Nature, and Rajah Chimnaje Baboo having left his Cantonments and encamped, and intending to enter the English Dominions, Colonel Pearse, an English Chief, has been ordered to march with eight Battalions by Land: That they are waiting in Expectation of the Answers from hence; if these arrive soon, it is well; if not, they will not long remain patient, but will march forwards and begin Hostilities; and the Valour and Courage of the English, which is universally known and extolled, will give a bad Issue to the Matter, the Receipt of the Money will be prevented, and Plunder and Rapine must be expected in the Room of it. That it is therefore most advisable to remain on friendly Terms with the English, and to enter into Alliance and intimate Connection with them, and at all Events to effect a Reconciliation between them and Pundit Purdhaun. That you have, agreeable to the former Letters from hence, set on Foot a Negotiation respecting the Money, of which there are required several Lacks, and that you will inform us of whatever may be determined after the Arrival of the Answers from hence. What you write conformably to the Letter from hence, dated the 2d Zekaida, that although the Favors which the Nabob shews to you encrease daily, and although he has a sincere Affection for you, yet, if it is the Pleasure of the Presence that you should remain, you must be informed of it, otherwise you will go to Benares. All these Particulars are perfectly understood; and from the Newspapers of the Royal Durbar the Manner and Method of all the Affairs at the Durbar, and the open and undistinguished Proceedings in transacting all the Concerns of the Sultanut and Country, were likewise fully learnt; and the Paper containing the Preparations of the English in collecting Troops at Benares, Illahabad, Fizeabad, the Neighbourhood of Gwalior, and in the Carnatic, was perused, and the full Particulars of your Letter, together with the Abstract and Abridgement of several secret and important Points, were, in a proper and complete Manner, explained to the Maha Rajah and his Ministers, and the informing us of all Occurrences, and of the Situation of Affairs, which you, at this Distance, send continually and repeatedly, the explaining the concealed Parts of all Matters, the Discovering the Whole of our Views and Wishes, the foreseeing the End of every Thing at the very Commence-

* Sic in Orig.

Commencement of it, the holding fast in your Hand the Chain of Caution and Circumspection for the Interests and Advantage of your Master; the being from your Heart and Soul employed in maintaining Truth and Faith, and in observing the Duties of Gratitude; your keeping up at the Durbar of the English, a Distinction and Superiority above all the Rest, have gained you the Favor and Affection of the Maha Rajah and his Minister; and the Advantages to result from that will, by the Blessing of God, shortly appear to the utmost of your Wishes. Knowing it to be incumbent on my Friendship to give you the earliest Intelligence of this lucky Event, I have written it to you.

The Kareetahs and Treaties which were sent in Duplicate by the Way of Benares, are all safe arrived, and Letters from you were received accompanying them, besides a separate Letter conformable to what you wrote; but, by the Way of Cuttack, no Kareetah or Letter was received. In Answer to these, Kareetahs and Letters were dispatched at two different Times, under Charge of the Coffids which came from your Quarter, accompanied by others from hence, first, from Ram Teer the 15th Zeheidja, and afterwards from Naigpore the 2d Mohurrem. Doubtless, they have arrived in successive Order, and have made you acquainted with all the Contents. You need not be under any Apprehension respecting the Arrival of the Letters of the Nabob and Nizam Ally Khan, which you sent back, as they were safely received at the same Time as the Letter for Zuffar ud Dowlah; but two Papers of News, written by Kishin Row Billal remain with you; those likewise you will without Doubt send. The Letter which I wrote to you under Date the 6th Mohurrem, and dispatched under Charge of Coffids belonging to the Sirkar, was written conformably to the Orders of the Maha Raja, and the Directions of the Dewan, and was free from all Obscurity and Disguise; was full of Truth and Sincerity, and had not the smallest Degree of Doubt, Excuse, or Dissimulation: And at this Time also, whatever I heard from the Maha Rajah my Master, and from his Minister, I have written in the fullest Manner: It is as follows; that what the Nabob has said, namely, that notwithstanding the English Forces are stationed in all Quarters from Benares and Allahabad as far as Gualior, and from Cokun to the Carnatic, for the Settlement of the War, and Disputes from the four Quarters, and for the Recovery of their Military Reputation, and for supplying the Expences required by these Measures; and that notwithstanding that many of the Chiefs and Ministers are inclined towards Ragonaut Row, and promise to supply large Sums of Money in case of his being restored to the Throne; yet he has, solely with a View to please the Maha Rajah, sent of himself a Treaty, and has desisted from all Assistance of Ragonaut Row, for that otherwise, to this Time, he had no Inclination to enter into Peace and Alliance with them; that he is anxiously expecting the Answer of the Maha Rajah. The Case is this, that in the Commencement of War, the Event of it, which must be either Defeat or Victory, is known only to God, who sees the Inward as well as Outward. It is first necessary to quit the Guard of one's own Country before one can carry Fire into the Dominions of another; and while the other does not commit any Breach of his Engagements, to bind on without Cause the Girdle of Enmity, and to act in Opposition to all Faith and Treaties, is contrary to the Opinion of all wise Men, and is the Height of Infidelity; besides this, General Goddard's being at Hoshungabad was considered and pointed at through all Parts of Decan, as a Proof of the Friendship and Alliance between these two Countries: For this Reason, in the Letters from hence, it was advised and requested conformable to our Friendship and good Wishes, that Peace and Reconciliation be effected; and, in consequence of that not being approved of, a Kareetah was sent to you containing the Means of supporting this arduous War. In Answer to this, the Nabob wrote, that he had dropped that Intention, and wished for nothing but Friendship. From this you must reflect, that if the Letters from this Quarter to that Quarter had had any Weight, out of those two Proposals, one would certainly have met with his Approbation. Enough of this. When after the Bombay Defeat the Dewan went to Poonah, and Hyder Naig had no other Kind of Connection with Pundit Peishwa, except the sending an Army into his Country, and General Goddard from himself had proposed Peace and Friendship; and when his declining to assist Ragonaut Row, and his promising to come to Poonah, was solely for the Purpose of a Reconciliation; at that Time, although the Dewan in Person exerted and employed the most powerful Arguments for this Purpose, yet they had no Effect. Having no other Resource, the People of Poonah entered into an Alliance with Hyder Naig; and whatever was to be done in consequence has been done, and is still doing. At that Time why did not the General act for the Maha Rajah's Satisfaction? It is now become absolutely necessary for us to approve the Plan and Scheme, and to raise an Army, and send it into Orissa; otherwise we should never have had Occasion to send an Army, or to submit to an Expence of Lacks and Crores of Rupees. All this has been the Consequence of General Goddard's coming to Hoshungabad, and our Wish to maintain the Friendship of the English. You must be just, and consider well from what have proceeded the Difficulties of this War, and the present Alarms. Afterwards, when the Dewan returned to Naigpore, the Army which is arrived at Cuttack was put into Cantonments, solely for the Friendship of the English Gentlemen. Kareetahs and Letters were sent from hence, containing many political and friendly Sentiments, and advising that, as Peace was a thousand Times preferable to War, and as Observance of Treaties and Engagements was the Standard of Faith,
Peace

Peace should be effected; or that if this was not agreed to, then the Prosecution of War on the four Quarters, the stationing of English Battalions on all Sides, and the providing Money for the Expences, must be thought of. When Letters from hence to this Purport were repeatedly received in that Quarter, yet the Nabob, rejecting all the Rights of Friendship and Affection, said to you, that we were partial to Pundit Purdhaun, and wished for his Friendship and Alliance; that he would decline our Alliance—that it was of no Use for you to remain with him, but that you might return Home. Reflect, what Wish to give Satisfaction to this Quarter was there in such Expressions? It would have been right in him to have said that he had not the smallest Intention of making Peace with Pundit Purdhaun. That we are his Friends, and are pointed at by all the People of Dekan on account of our Friendship with him, who are not amicably inclined towards us, and wish to see no other Intercourse between us than that of Disputes: That we have therefore sent an Army into Orissa, and that it was necessary for us to unite ourselves with him; by which Means the Army at Cuttack would become his: That as for the opposing his Enemies, a large Force was requisite. It was therefore necessary for him to collect Troops; and that for that Purpose he would give us such a Sum of Money, and would pay us **so much a Sum, and would* • Sicin Orig. *pay us* so much for the Support of the Army of Cuttack. If he had spoken in this Manner it would have set our Minds at Ease, and we should, in Hopes of Assistance from him, have determined on Plans and Measures to be pursued. But he rejecting these Words, which would have been consistent with the Advice required by the Circumstances, said to you only this, That you might return Home. At that Time where was his Wish to give us Satisfaction, which he now writes has alone prompted him to make Peace, and to send the Treaty? As in Friendship and Alliance such a Dispute is not proper nor becoming, we have therefore assented and approved that he makes Peace *†merely* to please us, but only in Case the Treaty is made conformable to the former Engagements. † Sicin Orig. This will be an Obligation conferred on his Friends, and will restore Tranquillity to the Inhabitants, will extinguish the Flames of War, and will establish the Reputation of our true Friend the Nabob Amaud ul Dowlah. But when we have assumed the Name of Amaud ul Dowlah, why should he render it abortive and of no Effect, on account of these Expressions about our Satisfaction? What we do for him we do for ourselves, but only on Condition that the Treaty be plain and undisguised, and conformably to former established Engagements. When the Articles of it had been maturely considered, in the Point of Ragonaut Row's being at Liberty to reside wherever he may think proper, in that of the Fort of Ahmedabad and the Share of Gujerat being and maintained in the Possession of Futty Sing Guicowar agreeable to your Engagements; and in the like Article securing Gwalior to the Ranna of Gohed, there appeared a Variation from former Treaties, and a Necessity for an Alteration, besides the Article engaging to attack and ruin Hyder Naig in Concert; all which Articles, as we knew, could never be assented to by the Poonah Minister: We therefore wrote in Answer whatever was right, and was required by Faith and Observance of Treaties, with the greatest Sincerity and Truth, and dispatched the Kareetahs and Letters to your Quarter, where I have no Doubt but they are safe arrived. If Truth, and Faith, and Observance of Treaties, and Peace, and Reconciliation should be their Wish, they will then give their Assent to every Thing which has been written from this Quarter, and will consider it to have been dictated by Friendship. Whatever they may have determined upon will be best; but I swear by the Almighty and by my holy Religion, that the Maha Rajah my Master and the Dewan, notwithstanding their Plans and Counsels above written, have not availed or been approved of, have no other Thoughts or Views but the Interests and Advantages of the English Gentlemen, and the Glory of the Nabob Amaud ul Dowlah; and how great and of what a long Standing must their Friendship be, which, notwithstanding repeated Denials and Contradictions, has received no Injury; this will by Degrees be tried and plainly seen by the Nabob. At present many Things veil it and keep it under Darkness, as a Cloud does the Sun; but at last the Light of the Sun breaks forth by its own Vigor. As the illustrious and noble Family of Bhosla are famed for their Observance of Faith and Sincerity, and have been brought into the Plan and Measures of Pundit Purdhaun, they are therefore without Remedy and Resource, and are wishing to extricate themselves from their Engagements with the Poonah Rulers. The Maha Rajah had, for this Purpose, imagined and settled a Scheme which he explained to me himself, and ordered me to write it to you in my Letter of the 6th Mohurrem; from which Letter you will have thoroughly comprehended it. In this Case, if the Dependencies of the English have suffered from the Army at Cuttack; or if, from the Dread of the English Battalion, the Provinces of Orissa have received any Damage; or even if any small Hostility has happened between them, it makes no Difference; because wherever the Hearts are sincerely unanimous, no outward Appearance of Misunderstanding can be of any Effect: From that a Plea may be procured for separating ourselves from the Connection with Pundit Purdhaun, but it must not be looked upon as an Act of Enmity. This you must explain to the Nabob, and convince him that the sole End proposed from this Measure is, to separate ourselves from Pundit Peishwa; and that after extricating ourselves from our Engagements to him, and from this distressing Plan of his, every Measure will be settled with the Assistance and Advice of the English Gentlemen. But the Means of supporting the Expences of the Pay to

the Army at Cuttack, and to the new Troops which this Plan will require to be raised, depend altogether on the Assistance of the Nabob Amaid ud Dowlah. Having settled this Point in a binding Manner, you must write us so.

“ The Reason of determining on this Plan is as follows: When Copies of the Treaty had been sent to the Poonah Ministers after two Months; when Bassein had been lost, and War had commenced in Boreghaut with the English, they sent Answers to this Purport: That they could place no Kind of Dependence on the Promises and Engagements of the English, who had repeatedly entered into Treaties, and as often broke them: That we ought to examine what Want of Faith they had ever shewn, that the English should commence such Hostilities against them, and should employ themselves for the Assistance of Ragonaut Row, and then say that any Breach of Treaty which happened was committed by the Chief of Bombay; but after the Defeat of the Bombay Army, from what Side have the present Hostilities and Devastations arisen? That the present Treaty therefore can be no more relied on; that it is therefore necessary for the Army at Cuttack to lose no more Time in useless Delays, but to enter the English Dependencies. The Maha Raja therefore, to extricate himself from these Measures, has of himself imagined this Plan, and has made me write it to you, that you might represent it in a proper Manner.

“ Postscript. While this important Plan is under Discussion, it is adviseable and necessary that you remain with the Nabob, who, doubtless, will willingly and with Pleasure retain you. Why do you therefore mention any Thing respecting your coming to Benares? You must exert yourself in the Service of your Master, and in your Attachment to the Nabob, for the prosecuting the Points now in Consideration, and the other important Concerns, to the promoting the Friendship between the Nabob and the Maha Rajah, that it may derive inwardly Advantage from these seeming outward Contradictions. To write more to you who are wise, would be useless.

“ Postscript. This is the Season to fix ultimately the Plan proposed, that from the four Quarters, Armies be sent to the English Dependencies, and War be commenced; and should Peace be thought adviseable, let it be by the Intervention and Knowledge of every one; namely, the Nabob Nizam Ally Khan, Pundit Peishwa, and the Maha Rajah; and, at this Time, in consequence of his Connection with Pundit Purdhaun, Hyder Ally Khan has entered himself into this Negotiation, and like the Elephant at Chess, has claimed this Plan on the four Sides; that one of them without the others cannot act in the Measure: But this Connection, and the Conditions of the Engagements between Hyder Ally Khan and Pundit Peishwa were entered into without the Knowledge of the Nabob Nizam Ally Khan, for which Reason he has conceived Displeasure and Enmity against Hyder; and Hyder, from the Pride of having a large Army, and a considerable Treasure of seeing his Country in Security, and of having effected a small Part of his Scheme in an Attack on some English Battalions, conceived Thoughts very far distant from his Situation and Rank; and sent a Vakeel to the Presence, to the Vizier Nejif Khan, and represented that as he had shewn such Courage and Conduct in the War against the English, he hoped from the Royal Favor, that he might receive as a Reward the Sunnuds for the Soubahs of Dican; and that if he obtained such his Desire, he would lay at his Majesty's Feet every Thing which his Loyalty and Obedience could require. Accordingly the Vakeel was admitted to his Majesty's Presence and to an Interview with the Vizier; and a Firmaun containing the Praises and Virtues of Hyder, and promising him his Request, together with a Turban from his Majesty's Head, and a Khellaat from his Wardrobe, were sent to Hyder. We shall soon see what more his Negotiations there will effect. As this same News must have been contained in the Papers sent to your Quarters, any more on this Subject would be superfluous. In short, the Nabob Nizam ul Dowlah being enraged at these Transactions, is watching for an Opportunity to revenge himself. It is therefore most advisable for the Nabob Amaid ud Dowlah to exert himself by all Means to give Satisfaction to the Nabob Nizam ud Dowlah and not to refuse sending him Presents and Gifts, but at any Rate to gain, thro' Mr. Hollond, the Friendship of so great a Chief, who is the Support of the Throne and is possessed of such Armies and Resources: And when this shall have been firmly settled, and this powerful Chief has been gained over, besides the Maha Rajah and the Nabob Zuffor ud Dowlah, who are sincerely attached to the English, and likewise united with Nizam ul Dowlah both in Schemes and Counsels, and in the Management of War and Hostilities, what Power or Ability would then remain to the Chiefs and Rulers of Poonah to act Hostility against the English Gentlemen, without the Permission of the Nabob and Maha Rajah? On the contrary they would certainly be reconciled, and would act in every Thing by the Directions of the Nabob and Maha Rajah; and at that Time, Treaties and Engagements, such as are wished for, will be effected.

The Abstract of this long Letter is that, by this prudent Management and Conduct, the Iron Chain, which is strongly bound on the Feet of the Elephant, will be removed; and what remains, which is only the Chain from Hyder's Foot, must be separated by the Strength of the Sword, and he must be destroyed by the combined Force of the others, and his Country shared according to Agreements which will then be made; and being relieved from all Dangers by the Guarantee of the Nabob and the Maha Rajah, they will then remain in Peace and Security at Home.

You will therefore *this** in a proper Manner, represent the above written Particulars to the Nabob Amaud ud Dowlah; but till this important Point can be adjusted and finally effected, you must write to us in an explicit Manner from Calcutta. Till that Time the seeming Preparations on both Sides to enter each other's Dominions, some small Hostilities, and even a Degree of plundering on both Sides, is to be recommended as advisable, and as a Veil over the Plan. This must be considered as sweet to the Taste, and must not be looked upon as better, as a bitter Medicine is of the most Service to the Body; you will therefore exert your utmost Abilities to effect this Plan, and will at any rate satisfy and convince the Nabob that all what I have written are Secrets entrusted to me by the Maha Rajah and his Minister, and I take God to witness that it is true: You must consider this as a Secret more precious than your own Life, and must tear the Letter, as it would be of the greatest Detriment should any one else be acquainted with it. For the keeping of this Secret, you are bound by your most binding of all Oaths, your Duty to your Master. I need write no more, the rest depends on your Management and Conduct.

*Sic in Orig.

Translation of a Letter from Dewan Dewagur Pundit to Beneram Pundit, dated the 20th Mohurram —Received the 8th March.

" Your Letter has been received, and the Contents understood. You write that the Nabob Amaud ud Dowlah has dispatched a Treaty, full of Oaths and Engagements, with separate Kareetahs, addressed to Row Pundit Purdhaun, to Nanna Purnavees, to the Maha Rajah, to the Nabob Zuffer ud Dowlah, and to me; but that as yet no Answer has been received to any one of them, which he is anxiously looking for. You further mention that a Kareetah has been sent from Calcutta to the Nabob Nizam ud Dowlah, which, with other Contents of your Letter, is understood; and the Treaty and Kareetahs have been carefully and attentively perused; and agreeable to what the Nabob Amaud ud Dowlah wrote, we have kept with us the original Treaties and Kareetahs, and have written the Particulars and Contents of them to Pundit Purdhaun. What was written respecting the Oath to prevent any Deviation from the Treaty, that it should be neither encreased nor diminished, has been fully comprehended; the Case is this: That in the first Place the chief Article for Pundit Purdhaun, namely Ragonaut Row, is not written in a plain Manner, neither are the Articles respecting Gualier, Gujerat, the Guiewar, and the Forts, and many other Points which ought to have been rendered satisfactory, written with any Plainness; otherwise I should have gone in Person, and exerted myself to adjust every Point. I have therefore not sent the Treaty, but have kept it carefully in my Possession. At the Beginning the Opportunity was suffered to escape; that is to say, the Time when I was at Poonah, when I wrote Letters to General Goddard, and Answers were received, if at that Time an Interview had taken place between Pundit Purdhaun and General Goddard, all Misunderstanding would have been cleared up and reconciled, and the English and Pundit Purdhaun would have become of one Mind and one Soul, and would have ruined Hyder Naig, and conquered his Country. But this did not take place, and the General and Sindia prepared for War; and Pundit Purdhaun entered into Alliance with Hyder Naig, and gave him a Country of 80 Lacks of Rupees on the other Side of the Keshna, with this View, that he might carry Desolation into the Country belonging to the English. Engagements were entered into; agreeable to which the Nabob Nizam ud Dowlah settled a Plan, and, having written to Pundit Purdhaun, forced me into these Difficulties. Had I not agreed to the Plan, it would have caused Injuries to the Rauje and great Damage to me, who am united with the Rauje. It being therefore necessary for me to assent to the Plan proposed, I was compelled to raise 30,000 Men, and to send them under the Command of Rajah Cheemnajee Sahib towards Bengal. A Year and a Half have nearly elapsed; during which these Troops have brought us under a Load of Expences, amounting to 1½ Crore, and have remained all the Time on our Confines without acting in any Manner. My earnest Wish is, that at any rate Peace and Friendship may be effected between the Nabob Amaud ud Dowlah and Pundit Purdhaun, and that our Friendship to both Parties may remain entire. With this View I have taken all these Pains; and the Maha Rajah has adopted the Name of Amaud ud Dowlah, and has continually written that he is the Friend, the Friend, the Friend, and he has determined to effect and compass the Point. But Rajah Cheemna Sahib is in great Distress for the Expences of his Army. My Wish was, that in case of Peace taking place, Pundit Purdhaun would contribute something, that some Part might be procured from the Nabob Nizam ud Dowlah, and another Share from the Nabob Amaud ud Dowlah, which we should have submitted to bear the Remainder, by which Means all our Difficulties would have been removed. I had great Dependence on this; but Peace does not take place between the Nabob Amaud ud Dowlah and Pundit Purdhaun. How long am I to wait in Expectation? Great Difficulty is come upon me from the Plan which had been settled; and Rajah Chemnajee Bahadre from the same Plan is fallen under great Distress; so that we must do whatever appears likely to remove these Difficulties. I am a sincere Friend, and never omit any Duties towards him with whom I enter into Friendship. From the Want of Reconciliation between the Nabob Amaud ud Dowlah and Pundit Purdhaun, am I fallen into this Dilemma. Be convinced that this is true. I have,

to

to preserve my Friendship with the Nabob Amaud ud Dowlah, been backward in the Prosecution of the Peace which had been settled. I have readily submitted to whatever is come upon me, and solely from my Desire to effect a Reconciliation between the Nabob and Pundit Purdhaun have these Difficulties arisen: Yet notwithstanding all this, he is not my Friend. I am fallen into the Dilemma of that Plan, and have no Remedy. The Nabob Amaud ud Dowlah is just, and will reflect on this with Justice: How long must I repeat the same Thing? What has happened must necessarily have happened from that Plan, and we must submit to it. The Maha Rajah is connected by Treaties with Pundit Purdhaun, and the Family of Bhosla is known for their Faith and Oblivance of Engagement; they never did nor never will vary a Hair's Breadth from any Treaty. Many Powers have attempted to injure them, but their Government has remained firm, and gains daily Strength, solely from their exalted Faith and remarkable Fidelity. The Nabob Amaud ud Dowlah is wise, and will be convinced that to this Time I have never been guilty of any Neglect in the Duties of my Friendship, in which it is necessary to explain every Thing sincerely and plainly, and to avoid all Appearance of Distinction."

In the Dewan's own Hand:

"I am convinced and sensible of the great Zeal and Conduct which you have shewn in the Maha Rajah's Service, and in promoting the Friendship and Alliance of the English. I have accordingly before written to you in Persian on that Subject; and now the Moonshy will inform you of every Thing which the Maha Rajah said respecting it. You will represent to the Nabob that his Possessions and those of Maha Rajah are one, and have no Kind of Distinction; but there is a Treaty and Engagement which circumscribes us, and from which it is necessary we should be released. This alone distresses us; for there is no other Cause. There is already one Crore of Rupees due to the Army, and it is daily increasing. The Cause of all these Difficulties is the Arrival of General Goddard at Hoshungabad, and our performing the Duties of Friendship and Hospitality to him, which it is unnecessary to write or represent; by this we are become the Mark to every one to point at, and by this, Affairs are brought into this State. The Nabob Amaud ud Dowlah is wise, and is thoroughly convinced that we have never been forgetful or negligent. There is no Remedy against the Necessity of the Times. In future no Variations shall ever happen in our Friendship, in which we are firm and steadfast."

Examined,
Th. Chauvet.

A true Copy,
E. HAY, Sec^r.

Read,

Read, from Book 229, already delivered in, the following Extract of a Consultation of the 12th May 1775, beginning at Page 716 of the same Book.

“ Fort William, the 12th May 1775:

“ At a Council ; Present,
The Honble. Warren Hastings, Governor General, President ;
Lieutenant General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Question put—Whether the Facts alledged by Cumul ul Dien, particularly that of his having taken 26,000 Rupees from him collusively, is ascertained by the Answer made to it by Gunga Govind Sing.

Question put
for the Board's
Determina-
tion, regard-
ing the
Charges
against Gunga
Govind Sing.

“ Mr. Francis.—He has acknowledged the having deducted 23,379 Rupees from the Advances made to Cumul al Dien on Account of the Salt Farms. Admitting that this Money was applied to make good a former Balance due on Account of Rent from Cumal al Dien Cawn for a Land Farm (which I by no means believe to be the Case), still I conceive that his with-holding any Part of the Advances was unauthorized, and must be highly prejudicial to the Company's Interest, as it tends to destroy the Source of future Production of Revenue ; and I see no Relation between Cumul al Dien's Engagements as a Salt Contractor, and his Lease as a Land Farmer ; the Rents should have been exacted as the Monthly Kists became due.

“ Mr. Barwell.—The Land Revenue and Salt is different at Hidgilee from any other of Bengal, and have been united for Ages. Whether the Government obliges a Man to pay its Dues by compelling it out of his Hands, or by stopping a Payment to be made to such a Debtor, I can conceive it is the same, and that no Interests can be sacrificed by it. The Claims are mutual ; one demands on one Account, the other on another ; and if the Revenue run behind Hand, as it appears that it has done, I conceive Gunga Govind Sing fully acquitted of any Charge against him on this Account. But I do not understand the Petition before the Board in the Light of a Charge against Gunga Govind Sing—It is brought before us against the Intention of the Petitioner, of the Person whose Name is annexed to it, and his declared Opposition to its being carried before the Board. To enter into any Enquiry, or to take up Complaints that are dropt, in my Opinion, must needlessly engage the Time and Attention of the Board, as well as carry with it an Appearance of some partial Aim. The Board, by adopting the Petition in the Manner they have, make it in fact their own, and they are equally the Prosecutors and Deciders upon the Point ; for the Man, whose Name is written at the Foot of the Petition, has positively averred he has no Complaint to make, nor did he ever authorize the Presentation of the Petition to the Board.

“ Mr. Monson.—Gunga Govind Sing acknowledges he has withheld upwards of 23,000 Rupees, for Advances due to Cumal al Dien Cawn on his Tuka Collieries, which Sum he says was due to the Company from the Farmer of his Malguzany Rent.—By his having transferred the Company's Property in this Manner from one Account to the other, in order to make the Balances appear less on the Revenue Department, and to increase them on the Salt Farms, is subjecting the Company to a certain Loss ; for unless the Advances are regularly made to the Salt Farm, it is impossible for the Farmer to deliver the Quantity of Salt which he has contracted for, by which means a considerable Deficiency is made in his Deliveries, on which the Company are considerable Losers, and the Balances are irrecoverable ; as is now the Case with the Renter being in Arrear to Government on his Salt Farm, upwards of 1,47,000 Rupees, as appears by the Account sent in by the Calcutta Committee. I think this Proceeding of Gunga Govind Sing deserves Reprehension and Censure. With regard to the Petitions now before us, by which this Transaction is made known, I think they come in a regular Method before the Board. Cumul al Dien Cawn delivered them to the Person who sent them to the Board, with the Intention that they should come to the Knowledge of Government, as appears from the Evidence of Radachurn, to whom he delivered them. The Motives that induced him to retract these Petitions are best known to himself ; but I have Reason to believe his Intentions were altered by having more flattering Prospects held out to him, than the Recovery of so inconsiderable Sum from Gunga Govind Sing.

“ General Clavering.—I must confess I am very much distressed in forming my Judgment on the Petition before us, and the Answer to it. The Petitioner Cumul ul Dien Cawn is a Man of desperate Fortune, whose Declaration before this Board has already been contradicted by Three positive Witnesses upon Oath. From the Accusations which he has separately brought against several Persons, and for some of which he is now bound over to prosecute at the next Assizes, it appears that he has changed his Profession, from being a Salt Farmer to that of a more lucrative one, of becoming a public Accuser. With regard to what he has advanced against Gunga Govind Sing, I can therefore only admit it as far as it is confessed by the other Party ; and as this Practice of deducting from the Advances of the Salt Farmers, to benefit Persons in high Stations in this Government, has been admitted, and proved by more than one Instance, I am rather inclinable to give him Credit for what he has therein said. The most profligate Liars may sometimes speak the Truth. His Intention of presenting this Petition to the Board has been confirmed by the Evidence of

Radachurn, and indeed it could not have been given to him for any other Purpose: On these Grounds I am of Opinion, that Gonga Govind Sing is guilty of that Charge brought against him.

" Governor General.—I do not understand that the Matter of the Petition in Question has undergone such an Investigation as can enable the Board to pass any Judgment on the Charges contained in it.

✶ " Mr. Francis.—[I move that Gonga Govind Sing be dismissed from his Employment in the Company's Service.

" I pay little regard to the Evidence of Cumul a Dien Cawn. The Confession made by Gonga Govind Sing convicts him of a specific Offence, for which, in my Opinion, he ought to be dismissed from his Employment. His general Character, as I am well informed, is infamous in an uncommon Degree. That Reason alone, independent of any particular Charge, would induce me to exclude him from any Office of Trust in the Company's Service.

• Sic in Orig. " Mr. Barwell.—During my long Residence in this Country, this is the first Time that I have heard * the Character of Gonga Govind Sing being infamous. No Information I ever received, though I have heard many People speak ill of him, ever pointed to any particular Act of Infamy committed by Gonga Govind Sing. I have no intimate Knowledge of Gonga Govind Sing. What I understand of his Character has been from Natives as well as Europeans. I am against his Dismissal.

" Mr. Monson.—Cumul ul Dien Cawn I understand to be a Man of an equivocal Character; I therefore should not regard his Charge against Gonga Govind Sing, if I had not heard, since my short Residence in this Country, that Gonga Govind Sing is a Man of a most rapacious Disposition; which Character, I think is confirmed by the Wealth and Affluence he now enjoys, being esteemed one of the most wealthy Inhabitants of Calcutta. I think a Person of an avaricious Disposition and high Ambition is not proper to be intrusted in the Company's Service, especially with that Degree of Influence which I am told he possesses over the Minds of many principal People in this Country; I therefore think he should be removed from his present Employment.

" General Clavering.—The Causes of the Decrease of the Revenue, and the great Increase of the Balances, I have endeavoured to account for, in my Minute on the Petition of the Rajah of Rajshaby. I should be wanting in the Performance of that Trust and Confidence which the Legislature placed in me, when it appointed me one of the Council of Bengal, if I did not use my best Endeavours to remove those Causes to which the Company are to attribute the Loss they have sustained in the Revenue; a corrupt Duan of the Province is the great Channel through which all those Evils have passed of which I have spoken; and I think it incumbent on me to declare, that in this Instance, and every other where I have Proof or Suspicion that a Duan is corrupt, I will give my Vote to remove him.—On the Evidence therefore before me, I think Gonga Govind Sing should be removed from his Place of Duan of the Calcutta Provincial Council.

" Governor General.—I am against the Question, because I know of no Fault that he has committed, and have very good Reason to believe that he by no Means merits the Character which has been reported of him to Mr. Francis.—He had many Enemies at the Time that he was proposed to be employed in the Company's Service, and not one Advocate among the Natives, who had immediate Access to myself; I think, therefore, if his Character had been such as has been described, the Knowledge of it could hardly have failed to have been ascertained to me by specific Facts. I have heard him loaded, as I have many others, with general Reproaches, but have never heard any one express a Doubt of his Abilities.

" Resolved he be dismissed from his Station of Naib Duan to the Provincial Council of Calcutta; and the Council advised accordingly (a).]

✶ " Mr. Francis.—I beg Leave to recommend Roy Ramchunder Sein to fill the Office of Naib Duan. He is a Man of whose Talents and Character I have heard a good Account, and I have been particular in my Enquiries; at the same Time I will not pretend to answer for him, or any other Black Man.—If, upon Trial, he should be found to follow the Steps of his Predecessors, I shall be the first to move for his Dismissal. I do not in general think, that the Appointment or Dismissal of the Black Officers in the Civil Company's Service is a Matter about which we need be over and above delicate. The Character of the Natives of Bengal in general, especially of those who have been employed under Government, is not such as obliges us to consider any Thing in their Appointment or Dismissal, but the immediate Service of the Company. If there be Objections to this Man, I am not aware of them.

" Mr. Barwell.—I can have no Objection to a Man I am unacquainted with. I think, however, that the Recommendation would with greater Propriety have proceeded from the Chair.

• Sic in Orig. " Mr. Monson.—I am not acquainted with the Person recommended by Mr. Francis. I have heard him spoke of as a Man of Abilities, and think that * I have been told that he has filled several Offices in Government; but if he should prove unworthy of the Charge to which he has been

recommended, I shall readily second the Proposition made by Mr. Francis for his Dismissal. I therefore agree to the Motion.

" General Clavering.—The Person of Roy Ramchunder Sein is unknown to me, to the best of my Knowledge, but I have heard him spoke of as a Man of Talents. In regard to the Integrity of all those who have been in Employment in Bengal since the English Influence prevailed, I am almost afraid to say, that there is little Choice amongst them. We must depend ultimately upon the Virtue of the Provincial Councils; and hoping that they will follow the Example which has been set them by this Administration, I am willing to flatter myself, in a Course of Time, many of the Black Officers may be formed to a Practice of Virtue. At all Events I will contribute my Endeavours to change this Man, or any other whom I may have voted into Office, as soon as I hear that he has been guilty of corrupt Practices.

" Governor General.—I object to this Appointment, not having been left an Option in it.—I know not the Man, and therefore cannot give my Consent to his Appointment.

" Resolved, that Ram Chunder Sien be appointed the Naib Duan to the Provincial Council of Calcutta; and that the following Letter be written to them.

" To Mr. Henry Cottrell, President, &c. Revenue Council of Calcutta.

" Gentlemen,

" Having thought proper to remove Gonga Goving Sing from his Office of Naib Duan to your Board, we have appointed Ram Chunder Sein to succeed him therein.

" We are, &c.

(Signed)

" Warren Hastings,
J. Clavering,
Geo. Monlon,
Rich^d Barwell,
P. Francis." (a)

The Counsel for the Defendant informed the House they should next read an Extract from a Plan of Mr. Francis respecting the Collection of the Revenues, the Administration of Justice, and the Rights of the Zemindars or Landholders, dated Fort William, 22d January 1776, being Part of Paragraph 64 of the same.

Then the Witness produced a Book endorsed, " Plan of Governor General, Mr. Barwell, and Mr. Francis, relative to the System to be adopted in letting or disposing of the Lands in Bengal."

The same was delivered in, and an Extract read from the same, as follows:

" With respect to the present Provincial Councils, I am of Opinion that the Institution was fundamentally wrong. There should be but one deliberative Council in the State. The Powers delegated by that Authority should be purely ministerial. It seems contrary to all Principle to unite Execution with Debate. It looks like forcing Two Powers, moving on Principles diametrically opposite in their Nature, to keep Pace with each other. A Government so constituted will neither deliberate nor dispatch. Setting aside the obvious Consideration of an inevitable Slowness of Proceeding, tedious Disputes, and voluminous Consultations, one great and fatal Objection to Provincial Councils is generally felt and acknowledged by themselves. Their local Situation makes them unable from their own Knowledge to judge of the State of the distant Districts, or to hear Complaints, or to yield timely Redress, or in short to enter into the Detail of Government. (b)

(Signed at the End)

" P. Francis."

The Counsel for the Defendant informed the House they would next proceed to shew, that Application was made to the Court of Directors in the Year 1772, with respect to the Allowance made to Colonel Ironside as Mr. Hastings's Military Secretary.

(a) Vide supra, Appendix, N^o CLI.

(b) Vide Appendix, N^o CCCLXXVII.

Read, from Book 668, the following Extract of a Consultation of the 4th June 1772.

Pub. Dept.
Thursday.

“ Fort William, the 4th June 1772.
“ At a Consultation; Present,
The Honble. Warren Hastings Esquire, President;
William Aldersey,
Philip M. Dacres,
Thomas Lane,
Rich^d Barwell,
James Harris,
James Lawrell,
Henry Goodwin,
} Esquires.
Mr. Graham at the City.

“ The Book of Standing Orders upon the Table.

“ The President represents to the Board, that he has found it necessary to appoint a Military and Civil Secretary to assist him in conducting the immediate Business of his Department; that he has chosen Lieutenant Colonel Ironside for the former, and Mr. Stewart to act for him in the latter, until the Station assigned to him by the Directors shall become vacant; that he cannot find any Precedent or Rule established for the Salary or Allowances of the Governor's Secretaries, which have been variable under different Governors; and he believes have depended as much on private Advantages as upon the public Allowances. He finds the only public Appointments which appear to be the Military Secretary's are Captain's Pay and Batta, with the Advantage of an Apartment in the Government House; the latter he has it not in his Power to afford him, having only that House. As he thinks Captain's Pay and Batta disproportionate to the Station Lieut. Colonel Ironside holds in the Service, the Allowance he would propose for him is Pay and Batta according to his Rank, together with House Rent; but, as this may be deemed an Innovation, and as he knows not how far the Directors may approve it, he begs Leave to submit the Propriety of it to them, and in the mean Time he will continue to make this Allowance to him until their Orders shall be received concerning it.

“ With respect to Mr. Stewart, he proposes Captain's Pay and Batta for him as his Civil Secretary, and makes the same Reference to the Court of Directors.

(Signed at the End of the Consultation)

“ Warren Hastings,
W^m Aldersey,
Thomas Lane,
Rich^d. Barwell,
H. Goodwin.”

Read, from Book 180, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 1st March 1773, beginning at Paragraph 55 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the East Indies.

“ Honble. Sirs,

“ Par. 55. The Multiplicity and Weight of Affairs with which the Presidency of your Council here is charged, requiring the Assistance of a Civil and Military Secretary, Mr. Hastings, on his Succession to the Chair, was pleased to appoint Mr. Stewart in the First Capacity, and Lieutenant Colonel Ironside in the Second, and proposed the usual Allowance of R^s 300 per Month, for his Civil Secretary; but as Colonel Ironside, whose Services the President thought necessary in the Military Line, enjoyed the Rank of a Field Officer in the Army, he thought the Allowance of Captain's Pay and Batta, * with a special Reference to your Pleasure on the Subject of both Appointments; and as this regards a fixt Establishment, we beg Leave to have your particular Orders regarding it.

* Sic in Orig.

(Signed at the End of the Letter)

“ Fort William,
1st March 1773.

“ Warren Hastings,
W^m Aldersey,
John Reed,
Thomas Lane,
Rich^d Barwell,
H. Goodwin.”

The Counsel for the Defendant informed the House, they would next give in Evidence certain Documents respecting the Expences of the Aid de Camp of the Governor General.

Read, from Book 45, already delivered in, the following Extract of a Consultation of the 8th April 1782, beginning at Page 59 of the same Book.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler, } Esquires.
and
John Macpherson, }
Lieut. Gen. Sir Eyre Coote K. B. absent on Service at Fort St. George.

“ The Governor General delivers in the following Minute on the Subject of his Staff.

“ The Governor General.—It is with great Reluctance that I call upon the Board for Assistance in a Matter which may be considered as of a private Nature, although inseparable from the Station of every Member of this Government, and more especially from that of the Chief Magistrate. The Object which I allude to is, that of Patronage in the Military Line, which the Members of the Board can only exercise the Privilege of collectively, and that not in many Instances, or individually by their Influence with the Commander in Chief, in Proportion to the Degree of Cordiality which may subsist between them. I do not mean to censure an Institution which has been judged expedient by our Superiors; I shall only request the Attention of the Board to my own Situation. Called upon continually by Persons of high Rank and Station, both in the national and in the Company's Councils, to protect and prefer their Friends in the Army, and by the Merits and Services which have come under my personal Knowledge and Observation, I suffer both Pain and Humiliation at the Want of Power to reward the Meritorious, or to shew a proper Attention to the Wishes of my Superiors, without having Recourse to Means which must be considered as incompatible with the Dignity of my Station.

“ The slender Relief which I intreat of the Board from this State of Mortification, is the Authority to augment the Number of my Staff, which will enable me to shew a marked and particular Attention in Circumstances such as above stated, and will be no considerable Burthen to the Company. This Power I am willing to flatter myself, that the Board will not think me inclined to abuse, and it is my Intention to confine it within as narrow Limits as possible.

“ Agreed, that the Governor General be allowed to augment his Staff, in such Manner as he may think proper.

(Signed at the End of the Consultation)

“ Warren Hastings,
Ed. Wheler,
John Macpherson.”

The Counsel for the Defendant informed the House, they would next produce a Minute of Mr. Hastings, touching the Establishment and Maintenance of the Pundits.

Read, from Book 670, the following Extract of a Consultation of 18th April 1781, beginning at Page 34 of the same Book.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edw^d Wheler Esquire.
Lieutenant General Sir Eyre Coote K. B. absent on Command at the Presidency of Fort St. George.

“ The Governor General lays before the Board the following Minute.

“ Governor General.—In the Month of September 1780, a Petition was presented to me by a considerable Number of Musselmen of Credit and Learning, who attended in a Body for that Purpose, praying that I would use my Influence with a Stranger of the Name of Muced O'den, who was then lately arrived at the Presidency, to persuade him to remain there for the Instruction of young Students in the Mahometan Law, and in such other Sciences as are taught in the Mahometan Schools, for which he was represented to be uncommonly qualified. They represented that this was a favourable Occasion to establish a Madrassa or College, and Muced O'den the fittest Person to form and preside in it. That Calcutta was already become the Seat of a great Empire, and the Resort of Persons from all Parts of Hindostan and Decan: That it had been the Pride of every polished Court, and the Wisdom of every well regulated Government, both in India and in Persia, to promote by such Institutions the Growth and Extension of liberal Knowledge: That in India only the Traces of them now remain, the Decline of Learning having accompanied that of
the

the Mogul Empire: That the numerous Offices of our Government which required Men of improved Abilities to fill them, and the Care which had been occasionally observed to select Men of the first Eminence in the Science of Jurisprudence to officiate as Judges in the Criminal, and Assisors in the Civil Courts of Judicature; and (I hope this Addition will not be imputed to me as Ostentation, on an Occasion in which the Sincerity of what I shall hereafter propose for the public Patronage, will be best evident by my own Example), the Belief which generally prevailed that Men so accomplished usually met with a distinguished Reception from myself, afforded them particular Encouragement to hope that a Proposal of this Nature would prove acceptable to the actual Government.

" This was the Substance of the Petition, which I can only repeat from my Memory, having mislaid the Original.

" I dismissed them with a Promise of complying with their Wishes to the utmost of my Power. I sent for the Man on whom they bestowed such Encomiums, and prevailed upon him to accept of the Office designed for him. He opened his School about the Beginning of October, and has bestowed an unremitting Attention on it to this Time, with a Success and Reputation which have justified the Expectations which had been formed of it. Many Students have already finished their Education under his Instructions, and have received their Dismissal in Form; and many dismissed unknown to me, the Master supposing himself limited to a fixed monthly Sum, which would not admit a larger Number. Besides Day Scholars, he has at this Time Forty Boarders, mostly Natives of this Province, but some Sojourners from other Parts of India; among them I had the Satisfaction of seeing, on the last New Year's Day, some who had come from the Districts of Coshmeer, Guzarat, and One from the Carnatic.

" I am assured that the Want of suitable Accommodation alone prevents an Encrease of the Number, for this Reason I have lately made a Purchase of a convenient Piece of Ground near the Beita Connah, in a Quarter of the Town called Pudpoker, and have laid the Foundation of a square Building for a Madrisa, constructed on the Plan of similar Edifices in other Parts of India.

" Thus far I have prosecuted the Undertaking on my own Means, and with no very liberal Supplies: I am now constrained to recommend it to the Board, and through that Channel to the Honble. Court of Directors, for a more adequate and permanent Endowment.

" By an Estimate of the Building, which with a Plan and Elevation of it shall accompany this Minute, the whole Cost of it would be 51,000 Arcot Rupees; to which I shall beg Leave to add the Price of the Ground, being 6,280 Sicca Rupees; the Amount of both is 57,745 Arcot Rupees. It shall be my Care to prevent an Excess of this Sum, which I request may be placed to the Company's Account, and a Bond allowed me for the Amount; and that I may be enabled, by the Sanction of the Board, to execute this Work.

" I must likewise propose that a Parcel of Land may be assigned for the growing Charge of this Foundation.

" The present Expence is as follows:

The Preceptor, 7 th Month	—	—	—	—	300
40 Scholars, from 7 to 5 R ^d 7 th Month	—	—	—	—	222
A Sweeper	—	—	—	—	3
House Rent	—	—	—	—	100
				S ^d R ^d	625

" The Day Scholars pay nothing in the Proportion of the above Expence. An Establishment of 100 Scholars may be estimated at 1,000 Rupees per Month, at the utmost. I would recommend that the Rents of One or more Mawfas or Villages in the Neighbourhood of the Place be assigned for the Monthly Expence of the proposed Madrisa, and that it be referred to the Committee of Revenue to provide and make the Endowment, and to regulate the Mode of Collection and Payment, in such a Manner as to fix and ascertain the Amount and Periods of both, and prevent any future Abuses of one, or Misapplication of the other. For the present, an Assignment of Half the estimated Sum will be sufficient.

" Fort William,
17th April 1781.

(Signed) " Warren Hastings,

" Agreed.

(Signed) Edward Wheler."

" Ordered, That the Estimate inclosed in the above Minute be entered after the Consultation.

" Agreed to the Governor General's Request, and ordered accordingly.

" Ordered, That Copies of the above Minute, and its Enclosure, together with the Plan and Elevation of the Building therein mentioned, be transmitted to the Honble. Court of Directors by the

the Ships under Dispatch, and the Subject particularly recommended to them for the Purposes set forth by the Governor General. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
Edw^d Wheler.”

Read, from Book 29, already delivered in, the following Extract of a Letter from the Governor General at Bengal, to the Court of Directors, beginning at Page 321, of the same Book.

“ The Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

“ Honourable Sirs,

Par. 44. “ We have the Honour to transmit a Number in this Dispatch, and to request your Attention to a Minute from the Governor General, acquainting us with the Establishment of a College in the Town of Calcutta under his Patronage, and Orders for the Instructions of Students in the Mahomedan Law, and in such other Sciences as are taught in the Mahomedan Schools. The Foundation has appeared to us, though yet only in its Infant State, so well calculated to promote the Growth and Extension of liberal Knowledge, and to be so much required in a Settlement like this, already become the Seat of a great Empire, and the Resort of Persons from all Parts of Hindostan, that we have readily and cheerfully given it our Sanction, by complying with the Requests made by the Governor General respecting it; and we beg Leave to recommend the Undertaking to you for a more adequate and permanent Endowment than we have yet been able to give to it. An Estimate of the Expence of the Building, which we have approved of for the College, together with a Plan and Elevation of it, accompanies the Governor General's Minute.

(Signed at the End of the Letter)

“ Fort William,
15th May 1781..

“ Warren Hastings,
Edw^d Wheler.”

Read, from Book 675, the following Extract of a Consultation of the 3d June 1782, beginning at Page 136 of the same Book.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler, }
and } Esquires.
John M^rPherson, }

Lieutenant General Sir Eyre Coote K. B. absent on Duty at Fort St. George.

“ The Governor General delivers in the following Minute and Accounts respecting the Madriffa or Charity School.

“ As upon Enquiry I find that the Committee of Revenue have not yet been directed to assign the Rent of One or more Mowfas or Villages in the Neighbourhood of the Spot upon which the Madriffa has been erected, for the monthly Expence thereof, as resolved upon by the Board on the 18th April 1781, and as the monthly Expence of that Institution has been since that Time defrayed by me, I request that the Committee of Revenue may be furnished with the Directions recommended by my Minute of the 18th April, and ordered to repay me the Amount which I have since that Time paid on this Account, amounting, agreeable to the accompanying Account, to C^t Rupees 15,251 12 3.

“ On comparing the Statement of the monthly Expence of this Institution, contained in my Minute of the 18th April, with the Sums which I have monthly disbursed on the Account, the former of which was taken from the Representations of my Moonshy, who does not seem to have been apprized of its actual Expence, I find that I have in that Minute somewhat under-rated the Sum required for its monthly Support; I therefore request that the Board will be pleased to direct the Committee of Revenue to assign the Rent of One or more Mowfas, producing a monthly Revenue of Twelve hundred Sicca Rupees per Month, to be applied to this Purpose, and to commence on the First of this Month.

“ I find that I have been misinformed as to the Cost of the Ground upon which the Building has been erected, which was in that Minute stated at 6,280 S^r R^r, but which amounts to no more than S^r R^r 5641, agreeable to the accompanying Account of the Kowallcahs taken from the Persons of whom the several Parcels of Land were purchased, which Kowallcahs accompany this Minute.

(a) Vide Appendix, N^o CCCLXXVIII.

" I request that the Board will be pleased to order the Sub-Treasurer to make a Transfer of the Amount which I have advanced on this Account in the Treasury Account of the present Month, charging the same to the Madriffa; and crediting Money, borrowed at Interest, for the Sums advanced by me; for which I request he may be directed to prepare Bonds in my Name with Interest, to commence from the Dates upon which the Sums were severally advanced, agreeable to the accompanying Account thereof.

" I request that the Committee of Revenue may be directed to receive Charge of Kowallcahs, from the Secretary to the Board, and to preserve them with the Records of their Office.

" List of the Rowallcahs and Receipts given for the Ground upon which the Madriffa stands, and of the Sums paid for the same.

	B.	C.			
Fokurrchund Tewarry for 2	5	at 80 S ^a per Cattah	—	3601	
Boukeer —	3	at —	—	240	
Urrfooney Rawn —	4½	at —	—	360	
Tajoor Moorman —	2	at —	—	160	
Haywattey —	6½	at —	—	520	
Harraney Rawn —	5	at —	—	400	
Eliz. and Rob ^t Oliver	6	at 60	—	360	
Seven Kewallcahs	3	12			
			Sicca Rupees	5641	
			Battah 16 per Cent.	902 8 9	
				<u>6543 8 9</u>	

(Signed) " Warren Hastings.

" Account of Sums disbursed by the Honourable Warren Hastings, Esq. on Account of the Madriffa, from the 30th April 1781 to the 1st May 1782.

1781.

May.—Paid Molavy Musdady for keeping a School	200	
House Rent —	100	
Wages —	300	
	<u>600</u>	or 648

Paid Do. for keeping another School for 25

Days, at 470 per Month —	391 10 9	
House Rent, at 51 8 per M ^h —	42 14 9	
	<u>434 9 6</u>	or 469 5 9

Given to Molavey's Effup and Musruf Two

Kellahs, containing 4 P ^a each	375	—	or 405
			<u>1522 5 9</u>

1781.

June.—Paid Molavy Musdavy for keeping a School —	200	
House Rent —	100	
Wages —	300	
	<u>600</u>	

Do.—Do. for keeping another School

House Rent —	470	
	51 8	
	<u>521 8</u>	

A. R^a 1121 8 or 1211 3 6

July.	Do.	Do.	—	—	1211 3 6
August.	Do.	Do.	—	—	1211 3 6
Sept ^r	Do.	Do.	—	—	1211 3 6
Oct ^r	Do.	Do.	—	—	1211 3 6
Nov ^r	Do.	Do.	—	—	1211 3 6
Dec ^r	Do.	Do.	—	—	1211 3 6

1782.

Janry.	Do.	Do.	—	—	1211 3 6
Febry.	Do.	Do.	—	—	1211 3 6

" 1782.					
March.	Do.	Do.	—	—	1211 3 6
April.	Do.	Do.	—	—	1211 3 6
					<hr/>
					15251 12 3 *

* Sic in Orig.

Amount paid to a Darogha for superin-
tending the Building, S^t R^s 350, or

406

C. R^s

15251 12 3

(Signed) " Warren Hastings.

" Agreed to the Proposals contained in the Governor General's Minute; and

" Ordered, that the necessary Orders be accordingly issued to the Committee of Revenue and the Sub-Treasurer."

(No Signature to this Consultation.)

Read, from Book 20, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 15th July 1782, beginning at Paragraph 20 of the same Letter.

" To the Honble. Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

" Par. 20. The Madriffa, or College for the Promotion of Oriental Learning, which was established by our Resolution of 18th April 1781, having been placed upon a proper and regular Footing, and the Buildings for that Purpose completed, we have assigned the Revenues of certain Villages in the Neighbourhood, amounting to Rupees 1200 per Month, to its Support, and have no Doubt that it will be found fully to answer the End of its Institution.

(Signed at the End of the Letter)

" Warren Hastings,
John Macpherlon."

The Counsel for the Defendant informed the House, that before they proceeded to the next Subject they would add one other Document to the Evidence respecting the Expences of the Aids de Camp.

Read, from Book 739, intituled, " Bengal Board of Inspection, 24th September to 31st December 1778," the following Extract of a Consultation of the 12th November 1778, beginning at Page 330 of the same Book.

" Fort William, the 12th of November 1778.

At a Board of Inspection; Present,

Thursday.

" The Honble. Warren Hastings Esquire, Governor General, President;

Philip Francis,
and
Edward Wheler, } Esquires.
Mr. Barwell absent.

" Governor General.

" It is always with Reluctance that I subject the Company to any Expence for my personal Convenience, or for that of the Gentlemen of my Family in Public Stations; but I hope the Board will think the Situation of my Aids de Camp, with respect to House Rent, deserving of their Attention and Relief. The Allowance is only Ninety Rupees per Month, a Sum totally inadequate to any decent Accommodation. I have for Two Years past provided them a House at the Rent of Six hundred Rupees per Month, an Expence which I cannot any longer support, and from which I hope the Board will relieve me by increasing the Allowance for House Rent to Two hundred Rupees a Month for each Aid de Camp.

Governor General's Proposal for increasing the Allowance for House Rent to his Aids de Camp.

" Mr. Wheler.—I agree to the Governor General's Request.

Opinions thereon, and

" Mr. Francis.—I acquiesce.

" Resolved, that the Allowance for House Rent to the Aids de Camp of the Governor General be increased to Two hundred Rupees per Month for each Aid de Camp. Resolution

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw^d Wheler."

The Counsel for the Defendant stated, they would next proceed to give in Evidence certain Documents touching the Budgerows which Mr. Hastings provided for the Company.

Read, from Book 181, the following Extract of a Consultation 7th March 1785, beginning at Page 611 of the same Book.

“ At a Council ; Present,
“ The Honble. John Macpherson, Governor General President ;
John Stables Esquire,
and
The Honble. Charles Stuart.

“ It having been reported to the Governor General that the Furniture of the State Budgerow called the Soonamookey, and of Mrs. Hastings's Pinnace called the Mary, is the private Property of the late Governor General, and actually going to be sold with the Rest of his Effects;

“ Resolved, that the Master Attendant be directed to put a Value upon the Furniture necessary for the above-mentioned Vessels, and that the Marine Paymaster be ordered to pay the Amount to Mr. Hastings's Attorney, charging the same to the Company, whose Property the Vessels are; and that they be accordingly entered in his Books, and kept upon the lowest possible Establishment.

“ Ordered, that the Marine Paymaster be called upon for an Estimate of the Establishment that is absolutely necessary for each.

(Signed at the End of the Consultation)

“ John Macpherson,
John Stables,
Charles Stuart.”

Read, from Book 673, the following Extract of a Consultation of the 7th of April 1785, beginning at Page 237 of the same Book.

“ At a Council ; Present,
The Honble. John Macpherson Esquire, Governor General ;
John Stables,
and
The Honble. Ch' Stuart.

“ Read, the following Letter from the Contractor for Yachts.

“ Honble. Sir, and Gentlemen,

“ The Mary Yacht being in Fact in Place of the James as a Vessel of Accommodation, she must always be kept ready for instant Service; and having been examined, and a List of her Stores and Furniture sent to the Honble. Board, with the Stores wanted and the Repairs necessary to put her into a good State and Condition, which being allowed, if it shall please them to give her to me on the Establishment of 500 Arcot Rupees per Month, I will engage to keep her in constant Repair and full manned. The Expence of Tow Boats attending her when on Service either to the Members of the Honble. Board, or any other private Gentlemen, to be paid separately for by them.

“ The Sonar Moorkey Budgerow is more a Vessel of State, and probably will not always be wanted for instant Service. A List of her Stores and Furniture also is sent, with a List of her Stores and Articles which require to be repaired and made, for to put her in good Condition; which if the Honble. Board approve of, I will also as Yacht Contractor engage to keep her in Repair and in Safety when unemployed, at 250 Arcot Rupees per Month; and when she is employed, the actual Encrease of Expence, during such Time only, to be paid for by a separate Bill, begging Leave to observe that when it shall please the Honble. Governor General to have the Budgerow painted and gilded in the Manner she is now done, the actual Expence of doing that to be at the Company's Expence; and the Establishment of Unemployment to take Place from the First February, as the Wages to the Crews of these Vessels and other Expences incurred have already been paid since that Period.

“ The very low Establishments which I have proposed taking these Vessels at, makes me hope the Honble. Board will confirm them to me on Contract, for the remaining Period which the James Yacht was to have run, to the 31st October 1788.

“ I have the Honour to be, &c.

“ Fort William,
15th March 1785.

(Signed)

“ Page Keble,
Yacht Contractor.”

“ Ordered, That the Lists of Stores accompanying the above be returned to be deposited in the Marine Storekeeper's Office, and that the Accounts of Stores and Repairs required by the Mary and Soonamookey, to the Amount of S^r R^d 2,849 14 6, and S^r R^d 2,806 1, be authorized to be furnished.

“ Resolved,

“ Resolved, that the Yacht Contractor be allowed 500 Arcot Rupees per Month, for keeping the Mary in constant Repair, and fully manned, to be ready for Service at the shortest Notice, and that 250 A^r be allowed for keeping up the Soonamookey or State Budgerow in the same Manner, and that any additional Expence that may be required for Tow Boats when employed, shall be defrayed by the Gentlemen who may make use of those Vessels.

“ Ordered, that the Estimate do commence from the 1st February, when the Contractor received Charge of the above Vessels.

Read, from the same Book, the following Extract of a Consultation of the 11th April 1785, beginning at Page 288 of the same Book.

“ Read a Letter from the Marine Storekeeper, as follows.

“ Honble. Sir, and Gentlemen,

“ Agreeable to the Honble. Board's Order of the 7th March, I send a List of the Furniture and Articles on Board the Soonamookey Budgerow and Mary Yacht, with the Valuation as appraised by Mr. Bondfield, the Auctioneer, at which Mr. Thornhill, the Master Attendant, assisted me. I beg Leave to mention, that the Pinnace, in her present State, will require about 150 Rupees Expence to repair and paint her, and the Pulevar about 100 Rupees, and then they will be both good and cheap Boats. We had the Master Carpenters present when they were examined, before our Valuation of them.

“ I am to request the Honble. Board's Order on the Treasury, for the Amount Valuation and Repairs to Boats, S^r R^r 1,826, to enable me to pay Mr. Larkins, and the Repairs.

“ Fort William,
Naval Store Office,
28th March 1785.

“ I have the Honour to be, &c.

(Signed)

“ Page Keble,
Naval Storekeeper.”

“ Approved the Appraisement of the Marine Storekeeper and Master Attendant, to the Inventory, enclosed in the above, of Mr. Hastings's Furniture, on Board the State Budgerow and Mary Yacht; and

“ Ordered, That the Marine Paymaster be authorized to pay the Amount, S^r R^r 1,487, to Mr. Hastings's Attorney, and to include the same in his Abstracts.

(Signed at the End of the Consultation)

“ John Macpherson.”
John Stables,
Charles Stuart.”

Then Mr. Hudson was asked,

Q. Does it appear from the Consultations that Mr. Cartier ever took the Restrictive Oath proposed by Lord Clive?

A. It does not appear that he did take it.

Q. Does it appear that Sir John Macpherson or Lord Cornwallis ever took that Oath?

A. It does not.

Cross-examined by the Managers for the Commons.

Q. Whether or no the Restrictive Oath, or something of that Kind, was not taken somewhere or other by this Gentleman?

A. It appears, as I recollect, from the Consultations, that Mr. Cartier took the Oath when he took his Seat at the Board; and it has just now been in Evidence To-day, that Sir John Macpherson and Lord Cornwallis took an Oath when they took their Seat at the Board.

Q. The Question means, the Restrictive Oath against taking Presents?

A. What the Words of the Oath were I cannot tell; for they do not appear.

Q. What are the Words of the Record?

A. As well as I recollect, “ they took the Oath of Office;” I recollect in Lord Cornwallis's Case it is said, “ He took the Oath of Office of Governor General, of Allegiance, and I think another Oath.”

Q. The Question is not, what Oath Sir John Macpherson took, or, what Oath Lord Cornwallis took; but what Oaths were taken prior to Mr. Hastings's Government, by Governor Cartier, Verelst, and Lord Clive;—the Question is confined entirely to them?

A. I believe it appears already in Evidence, that Mr. Verelst when he took the Chair took the Oath of Office; and that afterwards he took the Restrictive Oath proposed by Lord Clive, about Six Weeks after.

Q. What

Q. What Oath did Mr. Cartier take?

A. I believe it is in Evidence that he took an Oath when he took the Chair; but what the Words of the Oath were does not appear.

Q. (*Re-examined*). Except the Oath which Governor Cartier appears to have taken at the Council Board, and which is called the Oath of Office, does it appear that he ever took any other Oath at the Town Hall?

A. I have examined the Consultations from the Day that Governor Cartier took the Chair till the Middle of the Year 1771, Page by Page, and I have examined the remaining Part—not so carefully as the former, but I do not find that he took any Oath, after the Oath taken when he succeeded to the Chair.

Q. (*by Managers*). Did he take any other Oath preceding his taking the Chair?

Question objected to.

Q. Whether you find upon the Records, that Mr. Hastings is stated there to have taken any Oath in the Manner in which it is stated that Governor Cartier took it?

A. I believe I have said already, that when Mr. Hastings took his Seat as Governor and President of the Council, it does not appear that he took any Oath, from the Proceedings.

Q. (*by Counsel*). Does it appear, that he had Six Weeks before that Time taken the usual Oaths, when he took his Seat as Second in Council, and to succeed to the Government?

A. That I believe is already in Evidence.

Q. (*by Managers*). Whether the Oath taken by Governor Cartier is not supposed by you to be taken not by the First or Second in Council, but by virtue of the Office of being President of the Council or Governor?

A. Certainly, I should suppose so.

The Witness was directed to withdraw.

The Counsel for the Defendant desired Mr. Auriol might be called in.

Mr. AURIOL was accordingly again called in.

Then the Counsel for the Defendant informed the House, that there were One or Two Points in the printed Minutes of Mr. Auriol's former Evidence, which he wished to correct.

Then the Witness said,

In Page 2006 of the printed Evidence, the last Line but one, there are these Words, ' And the Disaffection of the Begums, and the Assistance offered by them to the Endeavours of Cheit Sing: ' I could not know any Thing myself of the Assistance ' offered,' but I believe I said, the Assistance ' afforded.' The other is a Mistake of my own, in confounding Two Interviews which I had with Sir Eyre Coote, and making them appear but One. It is in the same Page.

The Managers for the Commons objected to the Witness being permitted to explain his Testimony, after the Evidence on that Article had been closed and summed up by the Counsel.

The Counsel for the Defendant were heard in Answer to the same Objection.

The House informed the Managers for the Commons, that the Witness might be permitted to explain the Matter in Question.

Then the Witness said,

A. It is immaterial to the Case; but, upon better Recollection, I have confounded Two Interviews with Sir Eyre Coote as One. It makes a Difference as to the Time. I have said, ' I went down in the Lively Packet, I believe it was in April or May 1781, and visited Sir Eyre Coote, who was then in Command of the Army at Cuddalore; that he told me the Army ' had then only Three Days Provisions; ' after which I will beg Leave to add these Words, ' but the Success Galley, an armed Ship, arrived about this Time with a fresh Supply from Madras. I sailed in her to the Southward to meet the Fleet then in its Way to Bombay, and was received by Sir Richard King, on Board the Exeter, in which Ship I came back to Cuddalore. The Fleet anchored off the Station of the Army, and assisted in moving the heavy Artillery and Stores to Madras: At that Time I had a Second Interview with Sir Eyre Coote: ' Then should follow the Words, ' He marched out, I believe, the next Day or the Day following, and gave Battle to Hyder Ally.'

Q. From what Time to what Time was you Secretary to the Board at Calcutta?

A. From August 1775 to December 1783.

Q. Is

Q. Is it usual to enter the Oaths taken by the Governor General and the Members of the Council in any particular Book ?

A. In the Secretary's Office there is a Book of Oaths; that is to say, there is a Book containing the Form of the official Oaths; which Book is not sent home to the Court of Directors, because it contains nothing else; but upon the Accession of any Governor or Member of the Board, the Oaths are invariably, I believe, administered to them, and they sign the Book with the Day, on which they take them.

Q. What are the usual Oaths ?

A. The Oath of Allegiance, of Office, the Oath of Secrecy, and, I believe, it was formerly the Practice to administer the Oath of a Justice of Peace.

Q. Was the Book ever in your Possession, containing the Entry of the Oaths at the Time that Mr. Hastings succeeded Mr. Cartier ?

A. It was the same Book, and remained in the Secretary's Office both before my Appointment as Secretary and afterwards.

Q. Are you able to say, from your Recollection, whether or not it appears from that Book that Mr. Hastings took the usual Oaths upon succeeding to Mr. Cartier ?

A. As well as I can recollect a Circumstance, at so great a Distance of Time, which I did not particularly note for future Attestation, I think he certainly did.

The Managers for the Commons objected to the Evidence.

Q. (*by a Lord.*) Have you any distinct Recollection of it ?

A. I have. I was in the Office of Secretary from the Year 1770. I do not speak from the Recollection about the Time, but from a posterior Recollection. There were not many Names signed to the Governor's Oath, and I have a pretty certain Recollection of seeing the Name of Mr. Hastings upon his Accession to the Presidency.

Q. (*by Managers.*) In what Office in the Secretary's Office was you at that Time ?

A. I was appointed an Assistant in the Secretary's Office soon after my Arrival in India in July 1770.

Q. Whether or no you do not know, that it is the Course of the Service, that whatever passes in Council should be entered upon the Consultation ?

A. Undoubtedly.

Q. Was not the Oath taken in Council ?

A. Invariably : And if not minuted, it must have been from the Neglect of the Assistant's Secretary who drew up the Consultation.

Q. Do you believe that such Neglect took Place in the present Instance ?

A. I have not seen the Consultation, and therefore cannot tell.

Q. It is not in the Consultation.

A. Then I should presume it was from Neglect ; I am pretty certain that the Book of Oaths was signed with the Date of Mr. Hastings's Accession to the Chair.

Q. (*by a Lord.*) Do you mean to state your Recollection of the Fact that you saw the Oath taken ?

A. No ; I was not present.

Q. (*by Counsel.*) Are you acquainted with the Nature of the Governor General's Office ?

A. Yes.

Q. Do you know what is the Business usually transacted in that Office ?

A. There is a great Variety of Business.

Q. The Examination is, of the Nature of the Business of that Office, of the Charges incurred in which, an Account (a) is sent in Mr. Hastings's Letter to the Court of Directors of the 21st February 1784 ; is it of a public or of a private Nature ?

A. It is of a public Nature undoubtedly ; the Business transacted, I believe, was chiefly copying the Minutes and Papers, either for the Board or for the Court of Directors ; and for copying other necessary Papers, dependant on the executive Officers of Government.

Q. Do you know that a considerable Number of Persons were employed in that Office during the Government of Mr. Hastings ?

A. There were a considerable Number of Persons so employed.

(a) Vide *supra*, Page 1120-1 and 1129.

Q. Can you state any of their Names?

Then a List was shewn to the Witness; and he said,

A. Mr. Henry Griffiths, Mr. Bird, Mr. Brian Glover, Mr. Pleydel, Mr. Peter Bowers, Mr. Thomson, and there are several other Names that I do not know; but I was not acquainted with the inferior European and Native Clerks, employed in the Governor's Office, though I have often seen them.

Q. Were there a Number of Persons employed in that Office besides those whose Names you can at present recollect?

A. I have mentioned that there were.

Q. Have you examined the Account of the Charges incurred in that Office, made out by Mr. Larkins, and transmitted to the Court of Directors; and, considering the Nature of the Business done in that Office, as it consists with your Knowledge, do those Charges appear to be reasonable and just?

A. I have looked over the Account, and do not think the Charges excessive.

Q. Do you remember whether Colonel Ironside acted as Military Secretary to Mr. Hastings?

A. I remember Colonel Ironside's Appointment as Military Secretary to Mr. Hastings, which took place soon after his Accession to the Government in April 1772; and I believe he continued so about a Twelvemonth.

Q. What Rank did Lieut. Colonel Ironside then hold?

A. He was a Lieut. Colonel in the Company's Service.

Q. What at that Time was the Pay and Batta of a Captain in the Company's Service?

A. It varied according to the different Situations of the Army; I cannot at this Moment say precisely what it was.

Q. From the Year 1778 to the Year 1783, did the Aids de Camp to the Governor General reside in the Government House, or in separate Houses hired for them?

A. In separate Houses—there was no room for them in the Government House. I remember Two different Houses which were hired for them, One of which was hired from my Predecessor in Office, Mr. Stewart.

Q. Do you know any Thing of any Pundits having been maintained and employed in Calcutta in compiling a Code of Hindoo Laws?

A. I know that there were Pundits employed in compiling a Code of Hindoo Laws, which were translated into English by Mr. Halhed, and it is now in Print.

Q. Can you state how long those Persons continued in Calcutta, or nearly how long, in the Course of that Employment?

A. I know it took some Years from the Commencement of the Measure to its Conclusion, but I cannot exactly say how long.

Q. Do you know whether any Professors of the Mahometan Law were employed in the same Manner, in translating, from the Arabic into the Persian, the Hedaya?

A. I believe there were, but I am not certain upon that Point.

Q. Do you recollect the Establishment of an Academy for the Study of the different Branches of the Sciences taught in the Mahometan Schools?

A. I recollect the Establishment of the Madrisa, or Mahometan School.

Q. Was that during the Administration of Mr. Hastings?

A. It was established by Mr. Hastings himself during his Administration.

Q. Does it still subsist at the Public Charge?

A. I believe it does.

Q. Are Charges necessarily incurred by the Governor General, in the Execution of his Office, for Boats and Budgerows made use of upon different Public Occasions?

A. To complete the Answer to the last Question—There was an Order of the Board that the Expences should be borne by the Company, while I was Secretary.

The Witness desired the Question might be read. The same was accordingly read as follows:

Q. Are Charges necessarily incurred by the Governor General, in the Execution of his Office, for Boats and Budgerows made use of upon different Public Occasions?

A. Certainly whenever he had Occasion to move from the Presidency.

Q. Do you know whether Mr. Hastings had any Budgerow which belonged to himself?

A. I recollect Two Budgerows, one which Mr. Hastings bought, and another which was built for him by Captain Cumming, and coppered.

Q. Do

Q. Do you know whether the Budgerows which belonged to Mr. Hastings were left by him for the Public Use, on his Departure from Calcutta?

A. I left Bengal before Mr. Hastings, but I understood that to be his Intention, to leave them for the public Use; and I believe he did so.

Q. Did you at any Time in the Year 1782 receive a Letter from Mr. Larkins for the Purpose of being put into the Packet of the Lively, to be by that Vessel conveyed to England?

A. I remember perfectly well, while I was in the Council Chamber superintending the Arrangement of the Papers that were to be sent Home to the Court of Directors by the Lively, early in December 1782, that a Packet, addressed to the Secret Committee of the Court of Directors, was delivered to me by a Servant of Mr. Larkins, with a Desire that it might be included among the Papers to be sent to the Court of Directors by that Vessel: It was a sealed Packet, and conceiving it to be from an Officer, or some Individual Person in the Company's Service, I returned it to Mr. Larkins, with a Note acquainting him that it was contrary to Rule to admit sealed Packets to the Court of Directors to go Home in the Company's Dispatches; because it was usual for every Company's Servant, addressing the Court of Directors, to leave their Addresses open for the Remarks and Explanations of the Board; and conceiving this Packet to have come within that Description, I sent it back to him.—Had I known that it was from the Governor General, I should have admitted it of Course, because it was usual for the Governor General to send sealed Dispatches in that Way.—I heard nothing more of the Matter till some Time afterwards, when Mr. Larkins told me it was from the Governor General, and that being too late for the Packet, he had sent it Home to England in a private Letter.

Cross-examined by the Managers for the Commons.

Q. Whether it is not the Practice for the Governor General to enter his public Charges periodically in the public Accounts, monthly, quarterly, or annually?—whether it is not the Custom of the Service?

A. It is the Custom of the Service for the Governor General to enter his Accounts of Expences periodically; but I believe no Man was ever less attentive to his own personal Expences in India than Mr. Hastings. I always thought that most of the Charges mentioned had been paid by the Company as they occurred—I now believe they were paid by Mr. Hastings's Sircars by his Orders, and charged to him.

Q. The Question is not, what Mr. Hastings's private Economy was, but the Line of the Enquiry is concerning public Expences,—and therefore say distinctly, whether or no Mr. Hastings was in the Practice conformably to the Rule of the Service, and entered his public Expences periodically, or not?

A. The Expences of the Governor General were usually kept in the Cash or Durbar Accounts, but a long Period of Time passed, when those Accounts, I believe, were not regularly kept and delivered in—I mean a Period in which the Assistant, whose Duty it was to keep them, was not upon very good Terms with Mr. Hastings.

Q. Who was the Assistant?

A. Mr. Richard Johnson.

Q. Whether it is the Course of the Service, that when a Governor General has some particular Displeasure with the Secretary of the Council, or the Assistant Secretary to the Council, it is the Custom of the Service for him to change his public Account into a private Account?

A. I believe not;—but I beg Leave to add, I have expressed that the Governor General was inattentive to the Circumstances of his private Expences, meaning to say, that his Time was wholly engrossed by his public Duty. As his Secretary I attended him almost daily, Sundays as well as other Days, and know that he had very little Time to look into Accounts—into private Accounts; and I have often received his Directions upon public Duty from a sick Bed.

Q. Why did you call those Expences public Expences a while ago, and now call them private?

A. I call them private now, in as much as I believe them to have been paid by Mr. Hastings's Sircars, and not by any public Officer.—I did not mean that the Nature of the Expences was, in my Opinion, altered.

Q. Do you not conceive that Mr. Hastings entered them in his public Accounts?

A. I thought that they had been paid by the Civil and Military Paymasters, in consequence of Mr. Hastings's Counter Signature of the Officers Bills.

Q. Then you do not know whether they were so paid, or not, of your own Knowledge?

A. I do not.

Q. Then how do you know that they were paid at all by the Sircars?

A. I think I have said, or meant to say, I concluded they were.

Q. You do not know it?

A. I certainly do not know, either one way or the other, of my own Knowledge.

Q. Whether

Q. Whether several of those Persons whom you mention, as being upon the List, were Persons who received monthly Salaries from Government?

A. They received monthly Salaries, but I now believe those Salaries were paid by Mr. Hastings.

Q. Why do you believe so?

A. From seeing the Charges for them in the Account.

Q. In whose Account?

A. Mr. Hastings's Account.

Q. (by Counsel.) You mean the Accounts made out by Mr. Larkins?

A. Yes.

Q. (by Managers.) How do you know it? Do you know it any otherwise than from some Ground furnished to you by Mr. Hastings, or his Agent?

A. I do not know that the Account was made out by Mr. Larkins. I never saw it till it appeared here.

Q. Then you do not know, of your own Knowledge, that Mr. Hastings made any Part of that Expenditure?

A. I know that the Expenditure must have been made either by the Public or Mr. Hastings; I did not know which till lately.

Q. By what Means is it that you know by which now?

A. By seeing the Accounts prepared by Mr. Larkins, and concluding that Mr. Hastings would not have charged it again, if it had been before paid by the Company.

Q. Then you know it no otherwise than by a Conclusion of your own Reasoning upon Mr. Hastings's Character?

A. Certainly not.

Q. Then, was you acquainted at Calcutta with Mr. Larkins's being employed to keep Mr. Hastings's private Accounts, as his Sircar?

A. Mr. Larkins was not Mr. Hastings's Sircar.—His Sircar was a Person of the Name of Cantoo Baboo, but I know that Mr. Hastings did intrust the keeping his private Accounts to Mr. Larkins.

Q. Are you to be understood that Mr. Larkins was concerned in a joint Commission with Cantoo Baboo, to keep the Governor General's private Accounts?

A. By no means.

Q. Then in what Way are you to be understood?

A. I meant that the Sircar, of course, reported his Expenditure to Mr. Larkins, probably by the Governor's Orders.

Q. Then, you are to be understood, that Mr. Larkins acted as Auditor of Cantoo Baboo's Accounts of Mr. Hastings's private Affairs?

A. I have stated in what Manner he acted—I did not consider him as Auditor.

Q. In what Light did you consider him as concerned in Mr. Hastings's private Transactions?

A. I considered him as a Friend of Mr. Hastings; taking that Trouble off his Hands which he had no Time to attend to himself.

Q. Pray is not Mr. Larkins himself a public Officer in the Treasury?

A. No; he is Accountant General.

Q. Is not that an Office of a pretty good Deal of Employment?

A. It is.

Q. Is it not an Office of a very great Deal of Employment?

A. It is a very laborious Office.

Q. Whether there was not another Person concerned in Mr. Hastings's private Receipts and Expenditures, besides Cantoo Baboo—another Native?

A. Upon my Word I cannot say.

Q. Whether his Persian Moonshy was not?

A. I really do not know.

Q. Do you recollect the Name of the Moonshy?

A. I do not.

Q. When Mr. Larkins kept these Accounts now referred to, did he keep them in his Character of Accountant General to the Company, or that of Auditor, or in some other Capacity superintending Mr. Hastings's private Affairs?

A. I have mentioned that he kept them as a Friend of Mr. Hastings, employed by him for that Purpose.

Q. Which

Q. Which, the public Expences or private ?

A. I believe all Mr. Hastings's private Accounts.

Q. Did he keep them as the private Accountant, or private Auditor of Accounts of all Mr. Hastings's Expences with Relation to the Public, such as you just now called public Expences and Expenditures ?

A. He certainly did not keep Mr. Hastings's private Accounts in his official Capacity of Accountant General, but in the Manner I have mentioned before—whether he considered them as a private or public Expence, I cannot say.

Q. You know the Course of Service : What is your Opinion of the Consequence of the Accountant General of the Company keeping the public and private Accounts of the Governor General, and transferring them from public to private, at his Pleasure ?

A. The Accountant General certainly had no such Authority, and could not have done it had he been so inclined ; for he could not charge to the Company that which had not been paid by the Company, and it could not be paid but by a public Order.

Q. How do you know that ?

A. Because I believe no Money was paid from the Treasury, but by the public Order.

Q. How do you know it ?

A. Because I issued all the Orders on the Treasury myself.

Q. How do you know that no Money was ever paid or received as accounted for, but by Order of the Board ?

A. I do not understand the latter Part of that Question.

The Question was read by the Clerk.

The Managers for the Commons said, that instead of the Word ‘ received,’ the Question should have been ‘ entered’ as accounted for.

A. I really do not understand the Question.

Q. Mr. Larkins was the Accountant General. Whether you know enough of Mr. Larkins's Transactions, to be certain that no Money could ever be entered as accounted for by him, that was not issued by an Order from the Council ?

A. No public Money passed through Mr. Larkins's Hands as Accountant General. Mr. Larkins's Duty was only to receive the Accounts from the Treasury and other public Offices, and to enter them in the General Account Books.

Q. Do you know, from your Knowledge of the Office, whether or no, if Mr. Hastings had desired him to enter those as public Charges, he would or would not have done it ?

A. I cannot conceive that he could have entered those as public Charges which were not so ; because the Books would not have corresponded with the official Documents.

Q. Were there not Times when Mr. Hastings was sole in Council ?

A. I believe not.

Q. Do you know who was in the Council when Mr. Hastings proposed the Payment of the Charges of the Mahometan School ?

A. The Consultation will tell ; but I think Mr. Wheeler and Mr. McPherson were at the Presidency ; whether they attended the Board or not, I cannot say : I am not certain whether Mr. Stables was there at that Time.

Q. When Mr. Hastings proposed to the Board to enter One of those Articles upon the public Accounts, and to give him a Bond for his Expenditure upon that Occasion, how came he afterwards to enter it in his private Accounts, and after that, to attempt to re-establish it in a public Account ?

A. I really cannot answer that Question, I know nothing about it, I remember an Application for a Bond.

Q. Whether he did not call for that Bond as for a public Service ?

A. I understood the Bond to be applied for in consequence of Money paid into the Treasury.

Q. Whether you did not consider the Madriffa as a public Expence for which he demanded a Bond, as you have said ?

A. Mr. Hastings incurred the Expence of his own Authority, and upon its being approved and adopted by the Board, it became a public Matter ; and Mr. Hastings was to be reimbursed the Expence he had incurred, and I think he did apply for a Bond for it, but I am not sure.

Q. When Mr. Hastings applied at that Time to the Council for a Bond, or other Payment of this Money, it was not considered as a public Expence ?

A. I have stated it became so.

Q. The Question is, whether or no, when Mr. Hastings applied for it, he did not consider it as for a public Service?

A. It was incurred privately, and it would not have been a public Service unless it had been approved of by the Board.

Q. Then you are of Opinion, that no private Service becomes of a public Nature until it is approved of by the Board?

A. I believe that goes rather beyond my Meaning.

The Question was read by the Clerk.

A. I think an Officer in the Command of a Detachment, may fail in his Operations from Misconduct, which would not be approved of by the Board, and yet would be a public Measure.

Q. The Question is, whether the Foundation of a College is, or is not, a public or a private foundation at the Pleasure of the Board?

A. It is private when instituted by an Individual, and becomes public when taken off his Hands by the Government.

Q. Then the Expence laid out upon it, previous to its being taken off his Hands by the Government, is a private Expence?

A. I conceive the Board, in adopting the Undertaking, meant to relieve Mr. Hastings from all the Expence of it.

Q. How came it then into Mr. Hastings's private Accounts again?

A. I cannot tell that.

Q. Whether you have not stated it to be One of the Articles kept as a private Account by Mr. Larkins, or controuled as a private Account by him?

A. It appeared in the Account kept by Mr. Larkins.

Q. As Accomptant General, or as a private Accomptant of Mr. Hastings?

A. As acting for Mr. Hastings.

Q. Then upon what Principle was it brought forward again, as a public Account, or as a public Charge?

A. Because I believe Mr. Hastings thought himself intitled to a Reimbursement of it.

Q. Had he not demanded a Reimbursement of it before?

A. Not that I know of, except in recommending the Undertaking to be at the public Expence.

Q. Are you perfectly sure that Mr. Hastings did not demand Payment for it from the Company previous to the Appearance of Mr. Larkins's Account?

A. What I am sure of I will state.—Mr. Hastings mentioned to the Board in a Minute his Establishment of the Madrasa, and I believe he proposed it should be patronized and supported by the Public as a public Undertaking, and that he should be reimbursed the Expences he had laid out upon it. This, as well as I can recollect, was the Purport of his Minute, and the Board by adopting the Measure and resolving that he should be reimbursed, took all the Disbursements upon the Company, and if he was not repaid the Whole of the Money laid out by him in the first Instance, he certainly had a subsequent Claim.

Q. The Question is not as to the Justice or Injustice of the Claim, but whether you know that the very same Account, of which Mr. Hastings demanded public Payment at a preceding Period, came to be demanded again a Second Time as a private Expenditure?

A. I do not know whether that Sum in Question was expended previous or subsequent to the First Demand; if previous, the Omission then might be rectified afterwards; if subsequent, it could not be included in the First Demand.

Q. Then you know nothing of this but hypothetically?

A. I have stated all I know.

Q. As it has been stated that Mr. Hastings did make a Demand publicly of the Court to be reimbursed the Expence of this School, and afterwards enters it as a private Expenditure of his own, and then comes to the Court of Directors to be allowed for it as a Second Account—How do you reconcile these Two Things?

A. I consider the Second Demand to be for an Expence not included in the First Demand, but originating from the same Establishment.

Q. How do you know that?

A. Because it is stated to be laid out upon the Madrasa.

Q. Whether, from your Knowledge of the Practice of the Service, you have Reason to suppose the Salary to the Monthly Writers employed by Mr. Hastings, would at once have ceased to be paid from the Public Treasury, for the Purpose of being reimbursed out of Mr. Hastings's private Purse?

A. I have stated they must either have been paid by the Public Paymaster or by Mr. Hastings.

Q. That

Q. That is no Answer ?

A. Then I really do not know how to answer the Question.

Q. Whether of Course those Salaries did cease which were paid by the Company when Mr. Hastings privately employed those Writers ?

A. They were not Persons in the Company's Service, they had no Salaries of any Kind before he employed them.

Q. All of them ?

A. I believe all the Names I have mentioned.

Q. Do you know *de facto* that they never did receive any Monthly Salary from the Company before they were employed by Mr. Hastings ?

Then the List was again shewn to the Witness, and he said,

A. Mr. Griffiths was not in the Service ; Mr. Bird was not ; Mr. Glover was not ; Mr. Pleydell was not ; Mr. Bowers was not ; I believe none of them were in the Company's Service at that Time.

Q. Whether you are quite sure they did not receive Monthly Salaries upon the Company's Account ?

A. I believe they had no public Salaries, but what they received from the Governor General.

Q. Did you know any Thing of Mr. Hastings's private Receipts, as well as his private Expenditures ?

A. No.

Q. Did you know of One of 58,000 Rupees given to Mr. Hastings by a Person commonly called Nundoolol, in 1781 ?

A. I know nothing of it.

Q. Do you know who Nundoolol was ?

A. I have heard the Name frequently in India, but I do not recollect the Person.

Q. You do not know he had any Farm of Lands ?

A. I am not certain who he was, or whether he had a Farm.

Q. Do you know any Thing of Two Lacks of Rupees given by Sadanund, Cheit Sing's Buxey, to Mr. Hastings in 1781 ?

A. I do not know directly of that, but indirectly from the Minute of Mr. Hastings which has been delivered in Evidence.

Q. Then you have no Knowledge of your own upon the Subject ?

A. None at all.

Q. What Minute did you know it from ?

A. The Minute which I believe has been read or alluded to.

Q. Whether in that Paper to which you allude there is any Mention of the Persons you state.

The Question was objected to.

Then the Question was read by the Clerk.

The Question was altered by the Managers for the Commons as follows :

Q. Whether in that Paper to which you allude there is any Mention of Sadanund ?

The Question was still objected to.

Q. Do you know of any Sum paid from Nuddea privately to Gunga Govind Sing, or to any other Person for the Use of Mr. Hastings ?

A. No, I do not.

Q. Whether you know of 100,000l. given by the Vizier to Mr. Hastings in the latter End of the Year 1781, or in the Beginning of 1782 ?

A. No.

Q. Do you know of any Bills or Jaydaads for 100,000l. sent down from the Vizier to Mr. Hastings in 1782 ?

The Counsel for the Defendant objected to the Question.

A. I do not know of any Jaydaads.

Q. Do you know in 1784 of a Sum of Money privately given to Mr. Hastings by a Person commonly called Rajah Nobkissen ?

A. I left India in 1783, and I do not.

Q. Did

Q. Did you hear any Rumours of a Present from Kelloram to Mr. Hastings?

A. I do not recollect to have heard such a Rumour.

Q. Did you not in June 1780 hear mentioned in Council, when Mr. Hastings was there, of a Present which Kelloram was authorized to make to Mr. Hastings, for a Farm a Part of Bahar to Cullian Sing, on the Part of himself and Kelloram, or one of them?

A. I do not think I did.

Q. Then do you remember any Proceedings in the Council General, respecting Mr. Bright, a Member of the Patna Committee in June 1780?

A. I was ill Part of June 1780, but I remember something of an extraordinary Letter from Mr. Bright, which was spoken of, I believe, about that Time; I do not know the Purport of the Letter now.

Q. Was not Mr. Bright dismissed for bringing Charges of Corruption against Mr. Hastings?

The Counsel for the Defendant objected to the Question.

The Question was read by the Clerk.

The Counsel for the Defendant persisted in their Objection.

The Managers for the Commons were heard in Answer to the Objection.

The Witnesses said,

A. I believe Mr. Bright was dismissed the Service for writing that extraordinary Letter; but whether the Proceedings upon it took Place in the Revenue Department, where I had no Business, or at the Council General, I cannot say positively.

Q. Whether you do not know that Mr. Bright was dismissed, among other Things, for stating that particular Fact about Kelloram?

The Question was objected to.

Then the former Answer was read by the Clerk.

The Witnesses desired to add at the End of it, the following Words:

At this Distance of Time.

Q. Have you not heard at that Time that there was an express Charge against Mr. Hastings by Mr. Bright for this very Act?

The former Question and Answer were again read by the Clerk:

And the Witnesses added to his Answer, as follows:

Nor do I know or recollect the Contents of that Letter.

Q. Whether you know of any Peshcush from Dinagapore in 1779, 1780, and 1781, otherwise than what was publicly paid by the young Rajah, and entered upon the Consultations?

A. These Consultations were in the Revenue Department, and did not come within my Cognizance.—I know nothing of this Peshcush.

Q. Whether you know, whether it was in the Revenue Department, or in any Department?

A. I conclude so from the Subject of it, if it was in any Department.

Q. Whether you know or have heard any Thing of a Peshcush from Dinagapore in 1779, 1780, or 1781, otherwise than what was publicly paid by the young Rajah, and entered upon the Consultations.

The Managers for the Commons were informed that the Witnesses had answered the Question both Ways, that he had said, that as to the Consultation, it was not in his Department, and, in the next Place, that he knew nothing of the Fact.

Q. Then do you say, upon your Oath, that you have not heard of any such Peshcush privately paid from Dinagapore in 1779, 1780, or 1781.—Whether you have heard of any such Peshcush privately received by Mr. Hastings in those Years?

A. I never heard of any Peshcush privately received by Mr. Hastings from Dinagapore while I was in India.

Q. Have you heard of it in England?

A. I have attended during the Course of this Trial, and have heard of all the Presents Mr. Hastings is alledged to have taken.

Q. Do you not know it was in a Letter of Mr. Larkins, concerning whose Accounts you have been examined?

A. I cannot say positively?

Q. (*by Counsel.*) Whether the Sailing of the Lively was not protracted from Time to Time by various Causes from July to the Month of December 1782?

A. The Lively was a Packet which was kept in Readiness from June 1782, and I think a Letter was written to go by her in the Middle of July 1782, but she was not ultimately dispatched from Bengal till December.

Q. When you received the Letter from Mr. Larkins by his Jemadar, was not Mr. Larkins then absent from Calcutta on account of ill Health?

A. I believe Mr. Larkins was ill, and made a Trip upon the River for the Benefit of his Health.

Q. Was it about that Time you received the Letter?

A. I believe it was about that Time. I think it was done on the Eve of his Departure; I cannot speak positively.

Q. (*by Managers.*) Whether you recollect the Day on which the Packet was brought to you from Mr. Larkins, the sealed Packet?

A. I believe the public Dispatches were dated about the 9th of December, and this Letter was brought to me while the Dispatches were preparing to be made up; they generally take a Day or two, as there are so many Papers.

Q. How soon after did you return an Answer to Mr. Larkins with the Letter?

A. I returned it immediately by his own Servant.

Q. With the Message you mentioned?

A. With the Message I mentioned.

Q. How soon after did Mr. Larkins disabuse you of the Mistake relative to that Letter?

A. I believe it was some Months after.

Q. But you are quite sure Mr. Larkins did not inform you it was a Mistake before?

A. No, he was absent at that Time; he informed me personally after his Return.

Q. When was your first Conversation with Mr. Larkins upon that Subject?

A. It was after Mr. Larkins's Return; but I cannot say how soon.

Q. You said some Months?

A. Yes, I think it was; I beg Pardon; I believe Mr. Larkins afterwards made a Voyage to Bombay.

Q. How soon before he went to Bombay?

A. I really do not recollect exactly when it was, but some Time after the Circumstance.

Q. Was it before or after the Sailing of the Packet?

A. Certainly after the Sailing of the Packet.

Q. (*by Counsel.*) Have you any Recollection of the precise Time when this Letter was delivered to you from Mr. Larkins, except that, as you have stated, it was about the Time that Mr. Larkins was taken ill, and that he sent you the Letter on the Eve of his Departure from Calcutta?

A. What marks it to me most particularly is, that I recollect I was making up or preparing the Dispatches of the Lively, which generally takes a Day or two, and therefore I suppose it was about the Date of the Letter, or a very little Time before it.

Q. (*by a Lord.*) If an immediate Answer had been returned by Mr. Larkins to the Message sent by you, and the Mistake had been explained, and Mr. Hastings's Packet returned, whether it would or not have come in Time to go by the Lively?

A. Undoubtedly it might have come in Time to go by the Lively, if Mr. Larkins had not actually left Calcutta.

Q. Do you know of any Order or Letter from the Court of Directors that dispenses, or did dispense, with the President and Council that were there taking the Restrictive Oath proposed by Lord Clive?

A. No; I do not know of any such Order; I believe the Oath was obsolete before I came into Office.

The Witness was directed to withdraw.

Then JOHN WOODMAN Esquire was called in, and, being sworn, was examined as follows:

Q. The Managers have given in Evidence an Account of Remittances made by Mr. Hastings, between the Years 1772 and 1786, by Bills and by Diamonds, to the Gross Amount of 238,000*l.* and a Fraction; have you seen that Account?

A. I have seen that Account.

Q. Did you, during the Period between the Years 1772, and 1786 or 1785, act as Attorney to Mr. Hastings in England?

A. I did.

Q. Was you in that Character jointly with Sir Francis Sykes and other Gentlemen in the Receipt of all the Remittances made by Mr. Hastings in that Period, to the best of your Knowledge and Belief?

A. Sir Francis Sykes was not the whole Time; Mr. Waller, another Gentleman, was with me first, and after him Sir Francis Sykes.

Q. How much of this gross Amount of 238,757 l. was remitted on the Account of other Persons than Mr. Hastings?

A. There were Forty odd thousand Pounds more, I believe, by the Bills I examined at the India House. I do not know the Sums, I did not take them down.

Then an Account was shewn to the Witnesses, and he was asked,

Q. Is that the Account?

A. Yes; this is the Account; here is 66,422 l. 14 s. 9 d. There is another Charge made to Mr. Hastings of 14,880 l. which there were no Vouchers for, nor nothing that I saw at the India House relative to it, and another Sum of 2,500 l.

Q. You are understood, therefore, to deduct those Sums of 66,422 l. 14 s. 9 d. 14,880 l. and 2,500 l. from the Sums belonging to Mr. Hastings during the Time you acted as his Attorney?

A. Those Sums never came into our Hands.

Q. What was the Balance, beginning in the Year 1778, and so down to the Period of Mr. Hastings's Arrival in England, in each successive Year?

A. At the End of every Year we sent out a Statement and Account of Mr. Hastings's Receipts and Disbursements upon a Sheet of Paper, and that was marked Number 1; we had another Piece of Paper marked Number 2, by which we sent an Account of the whole Property in our Hands, signed by the Three Attornies. On the 18th December 1778, 67,774 l. was the Balance of the Property in our Hands; the 16th of May 1780, 72,657 l.; the 12th of February 1781, 73,285 l.; the 4th of February 1783, 65,890 l.; the 25th February 1784, 64,513 l.; and the 25th of June 1785, the Time of Mr. Hastings's Return, the Account delivered to him was 72,463 l.; I have not mentioned the odd Shillings; and at the End of the Year 1785, or January 1786, the Sum of 65,322 l.

Q. Do you know of any other Remittances during that Time made by Mr. Hastings, or for his Use, than what formed a Part of some one of the several Accounts made out in the successive Years respecting which you have already given Evidence?

A. I do not know of any.

Q. Do you know of any other Person who, during this Period, acted as Attorney for Mr. Hastings in any of his pecuniary Affairs?

A. I do not.

Q. Are you a Relation of Mr. Hastings?

A. By Marriage.

The Managers for the Commons stated, that they had no Questions to ask this Witnesses.

The Witnesses was directed to withdraw.

Then Mr. HALHED was again called in, and examined as follows:

Q. Have you examined the Account given in Evidence of the Sums disbursed by the Governor General for the Diet and Charges of the Pundits employed in composing the Code of the Hindoo Laws, and of the Salaries of the Persons employed in translating Books of the Mahomedan Laws, and the other Charges incidental to the same; and the Wages and other Expences of the Madrisa or Mahomedan Academy; have you examined that Account?

A. I have.

Q. Did such Payments, as in that Account are stated to have passed through your Hands, in Fact so pass?

A. They did.

Q. Have you any Reason to know or believe that the other Sums charged in that Account as having been paid to other Persons upon similar Accounts were in Fact paid and disbursed?

A. I presume they were paid.

Q. Were the Charges therein stated, reasonable Charges for the Purposes on Account of which they purport to be paid?

A. I conceive them to have been reasonable.

Q. According

Q. According to the best of your Judgment ?

A. It is.

Cross-examined by the Managers.

Q. Do you know who it was that gave you the Money to pay those People ?

A. I only paid a Part of them, such as are stated in that Account ; for that Purpose I received the Money of Mr. Larkins.

Q. As Mr. Hastings's Money ?

A. As Mr. Hastings's Money.

Q. Then Mr. Larkins appeared to you to be the Person that paid Money for Mr. Hastings ?

A. When I had received Permission of Mr. Hastings to charge the Account to him, I went directly to Mr. Larkins.

The Witness was directed to withdraw.

Then Mr. WRIGHT was again called in and examined as follows :

Q. Have you seen the Account of the Expences in the Office of the Governor General, inclosed in the Letter of the 21st of February 1784, from Mr. Hastings to the Court of Directors ?

A. I have.

Q. Are the Expences therein stated as having been incurred in that Office charged any where to the Company except in that Account ?

A. I do not find they are.

Q. Have there been any Charges made to the Company of a similar Nature, that have occurred in the same Office, by Lord Cornwallis ?

A. A considerable Charge of that Kind has been made for Writers assisting the Governor General during Lord Cornwallis's Government, at least as far as the Particulars of the Accounts are received.

Q. Do those Charges upon an Average appear to be more or less each Month than those made by Mr. Hastings ?

A. More.

Q. How much more ?

A. The Expences of a private Secretary, and Writers charged on Account of Mr. Hastings from April 1772, to December 1783 inclusive, independent of the Charge in the Account accompanying the Letter of February 1784, is 97,025 Current Rupees, which for the whole Period, being 141 Months, is at the Rate of 688 Current Rupees per Month; the Amount charged in the Account before mentioned in the printed Evidence, is 149,871 Rupees, or 1,063 upon the Average per Month. Those Two amount to 1,751 Rupees a Month. Expences of the private Secretary and Writers for Lord Cornwallis, from September 1786 to April 1790, being the latest Period to which the Particulars of the Durbar Account is received, amount to 95,983 Rupees, or at the Rate of 2,182 Rupees a Month.

Cross-examined by the Managers.

Q. Have you an Account of Lord Cornwallis's Charges compared with Mr. Hastings's for Houses for his Aid de Camps ?

A. No I have not.

Q. Whether Lord Cornwallis's public Charges do not appear in his periodical Accounts monthly or otherwise ?

A. I believe all the Charges made by Lord Cornwallis will appear either in his Durbar Accounts, or those for his Military Secretary in the Military Paymaster's Accounts.

Q. Did they appear in his monthly Disbursements ?

A. Certainly.

Q. Are those remitted to the Court of Directors in such a Manner as that they may exercise their Judgment upon them ?

A. Certainly, for the Period I mentioned ; that is, to April 1790.

The Counsel for the Defendant informed the House they had now closed their Evidence on the Defence to the 6th Article, and to those Parts of the Seventh and of the Fourteenth Articles upon which the Managers for the Commons had relied.

The Counsel for the Defendant stated, they would now, in Conformity to the Communication made to the House by the Defendant when the House last met, immediately proceed to give Evidence in his Defence to the Fourth Article of Charge respecting

respecting Contracts, without opening the same; as to the Eleven first Paragraphs of which they should not trouble the House with any Evidence at all, the same containing no Matter of Accusation: That the Two next Paragraphs related to the Subject of the Opium Contract, as to which the first Evidence produced on the Part of the Prosecution was a Part only of a Consultation of the 23d of November 1773, in Page 1303 of the printed Minutes, beginning in the Middle of a Sentence, and leaving out all that preceded it;

They should proceed therefore to supply the Defect, and to shew, that inasmuch as the Monopoly of Opium was to exist, Mr. Hastings only transferred the Benefit of it from Individuals to the Company.

Read, from Book 215, already delivered in, the following Extract of a Consultation of the 23d November 1773, beginning at Page 3642 of the same Book.

“ Fort William, the 23d November 1773.

Rev. Depts.
Tuesdays

“ At a Consultation; Present,
The Honble. Warren Hastings, Esquire, President;
William Aldersey,
Philip Milner Dacres,
James Lawrell,
Henry Goodwin,
John Graham,
George Vansittart, } Esquires.
The Royroyan attending.

“ Read and approved the Proceedings of the 19th instant.

The Subject of
the Opium
Trade resumed.

Mr. Vansittart's Minute.

“ Resuming the Consideration of the Governor's Letter, entered in Consultation of the 15th October, regarding the Ophium Trade in the Province of Bahar, Mr. Vansittart delivers in the following Minute:

“ Ever since the Establishment of our Influence in Bengal by the Battle of Plassay, almost the whole Opium Trade of the Bahar Province has been in the Hands of the Gentlemen residing at Patna. Through different Gomastahs being employed, frequent Disputes arose, and sometimes Lives were lost in the Frays which happened between them, as has already appeared upon the Company's Records. Since the Year 1765, it has been uninterruptedly carried on as a joint Concern under the Charge of a single Gomastah. I believe the Quantity received in the Year of the Famine, inclusive of what was delivered to the Dutch, was less than 800 Chefts; it increased the next Year to near 1,400, and the Year after to upward of 1,800, although Perwannahs were each Year circulated through the Province, and enforced with all possible Attention, that no Ryot should be obliged to cultivate the Poppy against his Will, whether he had formerly cultivated it or not. I mention this Circumstance as a Proof that the Mode of carrying on the Trade was not oppressive to the Ryots:—Indeed the Price which is now paid them is more than they used to receive before the Establishment of the English Influence in the Country. It does not appear to me that, in the present Situation of Things, an Attempt to lay the Trade open, would be either advantageous to them, or beneficial to the Commerce of the Province.—Had every Merchant free Liberty to make them Advances, they would receive Money in Abundance, they would dissipate a Part of it, they would be unable to manufacture Ophium sufficient to complete their Engagements; at the Season of Delivery every Merchant would be anxious to secure the Quantity for which he contracted; Battles would be fought, as was the Case before the Year 1765; the Ryots would be seized and imprisoned; and each Farmer would discourage the Cultivation, to prevent his District from being a Scene of Disturbances:—By this Means the Produce would be diminished; moreover the Ryots would adulterate their Ophium to compensate for their Deficiencies, and both these Circumstances would materially injure this Country, by having an immediate Tendency to the Destruction of an advantageous Branch of its Foreign Commerce.—Were Advances prohibited, none would have the Power to make them but the Gentleman at Patna, or the Farmers themselves, who are immediately under their Authority, and the Trade would in consequence continue on nearly the same Footing as it is at present; or were it possible to take effectual Measures to enforce the Prohibition of Advances, the Cultivation of the Poppy would be almost entirely prevented, and the Ryots have not Subtance sufficient to undertake it at their own Expence.

“ G. Vansittart.

“ The Board having fully debated and considered the Subject, are unanimously of Opinion, That the Trade could not be laid open at this Juncture without being productive of evil Consequences to the Ryots and to the Country, and if it be continued a Monopoly, they think it had better be so avowedly, and for the Advantage of the Company, than in a clandestine Manner for the Benefit of a single

a single Factory. It is therefore ~~it~~ [resolved, That an exclusive Privilege be given to Meer Manneer, the Successor of Meer Ashraf, for providing Ophium in the Bahar Province: That he shall engage to deliver in Calcutta all which may be produced in the Bahar Province at 320 Sicca Rupees, and what he may procure from Garypore, or any other District of the Nabob Shuja ul Dowlah, at 350, agreeably to the annexed Writing, which shall be sent to Patna for him to execute; that he shall deliver to the Dutch the usual Quantity with which they have been supplied, at the customary Price; that Half the Money shall be advanced immediately, and Half on the Delivery of the Ophium; that the Quantity delivered to the Company shall be sold on their Account by publick Auction, and that what may be required for the Settlement of Balamgangan shall be reserved for it, and invoiced at the medium Price of the Sales at the Auction.—The Board are induced to give this exclusive Privilege to Meer Manneer in Preference to any One else, because, being the Person who has for some Years been employed by the Gentlemen of Patna in this Business, he is the best acquainted with the proper Mode for managing it, and will account with them for any Advances which they may have already made.—As the Success of the Ophium Trade depends much upon its Quality, and the Exportation of any which is bad renders the Malays suspicious of the Whole, and thereby diminishes the Demand for it, and is injurious to this Branch of the Commerce of Bengal, the Agent shall be required to be particularly attentive to this Object; and as considerable Quantities of a bad Quality have of late been imported from Neinpar, and other Parts of the Nabob Shuja ul Dowla's Country, it is resolved, That as a Discouragement to such Importation, and the manufacturing of bad Ophium, an additional Duty of One Sicca Rupee per Seer be levied upon all Ophium not provided by the aforelaid Agent, and that Orders be in due Time issued accordingly] (a) ~~to~~ to the Custom Houses.

Resolution thereupon.

“ Be it known to the Mutsiddies, Canoongoes, and Zemindars of the Soubah of Behar.—Whereas the Management of all the Ophium in that Soubah is settled on Meer Manneer and Ramchund Pundit, Account the Year 1181 Fussyly: It is therefore ordered, That you do assist them in the Management of that Business, and on no Account suffer any other Person to interfere in it; and they, on their Parts, will make their Purchases of Ophium to the Satisfaction of the Cultivators, and by no Means be guilty of any Oppression. 4th December 1773, answering to the 22d of Augun 1180 Bengal.

Sunned settling the Management of Ophium on Meer Manneer and Ramchund Pundit.

“ The Honble. President and Council of Fort William having granted an exclusive Privilege for manufacturing Ophium in the Bahar Province, we do hereby engage to deliver to them at Calcutta, at 320 Sicca Rupees ~~per~~ Chest, all the Ophium which may be produced in the Bahar Province.—We further engage to deliver to the Honble. President and Council before mentioned, all the Ophium which we or our Agents may procure from Gazypore, or any other Districts belonging to the Nabob Shuja ul Dowla, at the Rate of Three hundred and fifty Sicca Rupees ~~per~~ Chest: The Risque and Charges of transporting the Ophium to Calcutta shall be on our Account; and we also will be answerable for the Payment of the Government's and Company's Duties as at present established. Half the Advances for the Ophium which we may be able to provide for the said Honble. President and Council shall be made us immediately, and the other Half on the Delivery of the Ophium at Calcutta. We will be particularly attentive to the Quality of the Ophium, and will engage that it shall all be good and merchantable; should any of it be suspected to be otherwise, it shall be determined by Arbitrators, Two to be chosen by us, and Two by the Honble. President and Council; and should they adjudge it not to be good and merchantable, we will pay to the Honble. President and Council whatever the said Arbitrators may adjudge to be the Difference of its Value, according to the Market Price at Calcutta.—We further bind ourselves, under the Penalty of a Lack of Sicca Rupees, that we will not directly or indirectly dispose of any Ophium to any other Person besides the Honble. East India Company, excepting that we will deliver to the Dutch Factory at Patna the Quantities with which we have usually supplied them.

Agreement accompanying the Board's Resolution.

“ We do further engage, That we will carry on this Business to the Satisfaction of the Ryots, and will not attempt to force any One to cultivate the Poppy against his Inclination.

“ This is to give Notice to all Europeans, Natives, and others residing under the Honble. Company's Protection in Bengal and Bahar, That the Honble. President and Council of Revenue at Fort William, have granted to Meer Muneer and Ramchurn Pundit the exclusive Privilege for manufacturing Ophium in the Bahar Province on Account of the Honble. Company; and all other Persons residing under the Honble. Company's Protection, are hereby prohibited from purchasing Ophium in the Province of Bahar under the Penalty of Confiscation.

Advertisement regarding Ophium.

“ The Honble. President and Council of Revenue do also give Notice, That they have ordered an additional Duty of One Sicca Rupee ~~per~~ Seer to be levied upon the Ophium not provided by the afore-mentioned Meer Muneer and Ramchurn Pundit, which may be imported from Gazypore, Goorockpore, or any other Part of the Nabob Shuja Dowla's Dominions.

(a) Vide supra, Page 1304.

“ To Thomas Lane Esquire, Chief, &c. Council at Patna.

Letter to Patna
in consequence,
No. 577.

“ Gentlemen,
“ Having come to a Resolution that all the Ophium produced in the Bahar Province, should be purchased on Account of the Honble. Company; and understanding from Coofhaut Chund, the Vakeel of Meer Muneer, that his Master and Ramchurn Pundit, as Agents for the Family of Meer Ashraf, are desirous of undertaking the Provision of it, we have thought proper to prepare for them a Sunned for the exclusive Privilege of manufacturing that Article; and we have also drawn out an Agreement to be executed by them. We herewith enclose you both the Agreement and the Sunned, and direct that you will call them before you, and deliver them the Sunnud as soon as they have executed the Agreement, which you will return to us. We also enclose you an Advertisement, which you will cause to be published at Patna, prohibiting all other Persons under the Company's Protection, under the Penalty of Confiscation, from purchasing Ophium in the Bahar Province. And we have further resolved, That an additional Duty of One Sicca Rupee $\frac{3}{4}$ Seer be levied upon the Ophium, not provided by Meer Muneer and Ramchurn Pundit, which may be imported from Gazypore or Goorooockpore, or any other Part of the Nabob Shujah Dowla's Dominions. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
W. Aldersey,
P. M. Dacres,
James Lawrell,
H. Goodwin,
J. Graham,
George Vansittart.”

Read, from Book 188, already delivered in, the following Extract of a Consultation of the 15th October 1773, beginning at Page 3237 of the same Book.

“ Fort William, Bengal, 15th October 1773.

Rev. Dept.

“ At a Council; Present,
The Honble. Warren Hastings Esquire, President;
Genl S^r Rob^t Barker,
W^m Aldersey,
Philip Milner Dacres,
Jn^o Graham,
and
Geo. Vansittart,
Mr. Goodwin indisposed.

} Esquires,

“ The Honble. the President delivers in the following Letter to William Aldersey, &c. Council of Revenue.

“ Gentlemen,

“ The Competitions which had begun to take Place for Purchase of Opium in the Province of Bahar, induced me to make some Enquiries concerning the State of the Trade, and the Mode of conducting it. I learn, that from the First Introduction of the Culture of Opium into Bahar, or at least for a long Series of Years, it has always been a Monopoly, and of Course always in the Possession of Power or Influence: This is the Footing on which it now stands. You are already informed, that Meer Monhier contracted to furnish the Quantity required for the Company's Use, which is 800 Chests.

“ In Effect he is in Possession of the whole exclusive Trade, in virtue of the Powers granted to him by the Chief and Council at Patna; besides the Quantity delivered to the Company, the Dutch Factory is allowed about 400 Chests annually, and the French Resident puts in his Claim for 100 more. These may both be considered as Indulgences, as it is optional in the Gentlemen of the Factory to permit or disallow them.

“ Many Individuals also among the English, who either hold Employments in that Province, but do not belong to the Factory, or who reside there on the Footing of mere Adventurers, allured by the Profits of this Trade, have attempted to participate in it, and the Opposition which they have met with from the Power of the Contractor, Meer Monhier, has been exclaimed against as a grievous Oppression, every one conceiving himself to be equally entitled to Benefits of a Trade from which they are not excluded by any authentic Act of Government.

“ It is with Reluctance that I introduce any Subject which the Prejudices of the Times may convert to the Injury or Disreputation of the Servants of the Company. I see such a Tendency in that which I now submit to your Consideration; therefore, to obviate its Effect, it is my Duty, in Truth, to add, that this Practice is in no wise imputable to the present Members of the Council of Patna; they only tread the Path which has been beaten for them by their Predecessors for a long Course of Years. I have a personal Knowledge of its having existed so long ago as the Year 1761. I believe the Gentlemen who are now in Possession of this Privilege exercise it with the greatest Moderation.

(a) Vide supra, Appendix, N^o CLXXVII.

“ The only Alternatives which occur to me for the Regulation of this Commerce, are the following, viz.

“ 1st. To authorize and declare an exclusive Property in it, on such Conditions as shall be deemed a proper Compensation to the Company for foregoing the Advantages which it might yield them, if possessed by themselves.

“ 2d. To take it into the Hands of Government for the whole Emolument of the Company.

“ 3d. To free it from all Restrictions, and lay it open to all Men indiscriminately.

“ By the First Plan the Company would receive an annual Income, as a Consideration for the Grant, and a cheap Rate for the Provision of the Quantity required for their own Use; it would not be considered by the Ryotts as a Hardship, because they have been long accustomed to it, and the Rates are fixed; neither could it be attended with Oppression, if proper Care were taken by the Chief and Council, that the Ryotts were not compelled to cultivate the Poppy any longer than when they find their Account in it. I am assured that Purwannahs have been repeatedly issued by the Chief of Patna, strictly forbidding the Practice, and declaring the Inhabitants free to employ their Lands in whatever Culture they thought proper. This Liberty affords them an easy and effectual Remedy against new Exactions, and makes it the Interest of the Merchant to satisfy the Ryott, as an opposite Conduct would lessen the Quantity of the Produce, by forcing the People to apply their Lands to other Uses.

“ The Objections of this Mode are those which occur against Monopolies in general, that it prevents the Increase of this Production, and that it prevents its obtaining its due Value which would prove a Benefit to the Circulation of the Country; besides the Detestation in which the Word itself is universally held, even by those who do not understand the Meaning of it.

“ The Second Plan would be attended with a certain immediate Profit to the Company. It is liable to the same Objections with the First as a Monopoly; it is also to be feared that the Profits would soon fall to Nothing, as the Company's Agents would not give the same Attention to it when it was the Property of the Company as the present Proprietors do; because it is their own, and of Course it would be adulterated, and in Time grow wholly unfit for the foreign Markets.

“ In Support of the Third Plan, it may be argued, that it would increase the Produce (as has been before observed), that the Multitude of Competitors would raise the Price and bring Money into the Country, which would ultimately find its Way through the Land Revenue or Customs into the public Treasury; that it would contribute to the general Benefit of Trade, which always languishes under Confinement, and that it is conformable both to the Commands of our Honourable Masters, and the Spirit of all our late Regulations for the Liberty of Trade in every other Instance.

“ On the other Hand it may be urged, that the Increase of any Production not necessary to Life is not an Advantage, if some other Commodity equally valuable must be given up to make Room for it; that it is not a Necessary of Life, but a pernicious Article of Luxury, which ought not to be permitted but for the Purposes of foreign Commerce only, and which the Wisdom of Government should carefully restrain from internal Consumption; that the foreign Commerce will take off but a certain Quantity, not much exceeding perhaps the present Exportation, and the Surplus must of Course either find a Sale at Home, (which ought not to be permitted) or would lower the Price of the Whole, which would defeat the principal End of this Regulation; that the immediate Effect would be an Increase of the Price, which would raise the Price of that provided for the Company, and be an immediate Loss to them, which may be placed against the Advantages of an increased Circulation; that this would last but for a short Time, and as the Quantity increased, the Price would fall in Proportion; that the Extension of this single Article of Trade would not prove a Benefit to Trade in general, with which it has no Connection, but in Effect only take the Profits of it from those few, who now solely possess it, and divide it amongst as many as may chuse to share it; that neither the Commands of our Honourable Masters, nor our own Institutions will be more hurt by a Monopoly of Opium, than by an exclusive Manufacture of Salt Petre, or by the Farms of Salt, which have no Influence on the Production, Manufactures, Purchase, or Sale of any other Articles of Commerce, because they have no mutual Connection with them; that the Multitude of Competitors, while the Trade continues an Object of Competition, will create numberless Disorders in the Country, which it is much to be feared will occasion a dangerous Abuse of the Courts of Justice, since it will be difficult to devise any Form for them in which the Members of the Factory shall not possess a principal Authority, and will thereby become Judges in their own Causes.

“ I must add my own firm Persuasion, that it is not in the Power of this Government, constituted as it now is, to abolish the Monopoly altogether, but that it will subsist by secret Influence; the Effects of which will be much more than those of an allowed Monopoly under proper Regulations.

“ I leave the Subject at large for the Deliberation of the Board, declaring, that whatever Way my Opinion may seem to incline, I reserve it free and unbiassed to be guided by the Reasons which a fuller Discussion may produce. The Subject is not of much Importance in itself, but it may prove
of

of great Importance to our own Characters in the Decision which shall be passed upon it, which must be my Excuse for the Length to which I have drawn it.

“ I am, &c.

(Signed)

“ Warren Hastings.”

(Signed at the End of the Consultation)

“ Warren Hastings,
R. Barker,
W. Aldersey,
P. M. Dacres,
J. Graham.”

The Counsel for the Defendant stated, that the next Subject of the Article was the Contract made with Mr. Sullivan in the Year 1781, which is stated to have been ‘ upon Terms glaringly extravagant and wantonly profuse, for the Purpose of creating an instant Fortune to Mr. Sullivan, at the Expence of the East India Company.’ They should therefore proceed to shew, that the Contract made with Mr. Sullivan was made upon precisely the same Terms, and those the best that had ever been made with any Person antecedent to that Period.

Read, from Book 229, the following Extract of a Consultation of the 3d May 1775, beginning at Page 326 of the same Book.

“ Fort William, the 3d May 1775.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Read, the following Letter from the Provincial Council at Patna.

“ Honble. Sir and Sirs,

“ In Compliance with your Orders to transmit to you our Opinions what Mode it will be most adviseable to adopt for the future Provision of the Ophium; we take the Liberty of requesting your Attention to the following Remarks, which we flatter ourselves contain every requisite Information.

“ We shall begin with observing that we by no Means think it an eligible Plan to oblige the Farmer to deliver his Ophium in Kind, as Part of his Rents. In the first Place, we should find a great Difficulty in prevailing on him to advance so large a Sum of his own (would his Circumstances admit of it, which is seldom the Case) for the Purpose of manuring the Grounds, which is absolutely necessary, and this would arise from his Apprehension of an inclement Season, that never fails to destroy the Plant, and frustrate all Hopes of any Advantage he expected to reap from its coming to Maturity; but, should he waive this Objection, and cultivate the Poppy, what Security can be had for his delivering in the Produce of it, when so much greater Advantages would result to him from selling it clandestinely, whereby the Company’s Revenue would be endangered, and the Profits of the Ophium lost likewise; besides, we esteem the Trust already lodged in the Renters of the Revenue sufficient without this Addition of Trouble and Risk.

“ Throwing the Trade open, we conceive, will be productive of still more dangerous Consequences, as tending to involve the Country in continual Disorders from the Disputes that will inevitably arise among the Number of Purchasers of this Article, and be a strong Inducement to the Farmer to adulterate it with a View of enlarging the Quantity, which must of Course lessen the Estimation of it at the foreign Markets, and occasion a great Reduction in the Price, which will ultimately operate to the Prejudice of the Country and the Revenues.

“ The Advances are made by the Contractor from the Beginning of October to the End of January, in order to enable the Cultivators to prepare the Ground, which is done at great Expence, and the Opium collected in from the Beginning of March to the End of May.

“ The Ryott or Cultivator pays to the Farmer from Six to Ten Rupees per Begah for the Land, according to its Richness, and delivers his Opium to the Manufacturer at the Rate of from 60 to 65 Rupees per Maund for the inferior Sort, and from 70 to 75 for the best, and the Difference in Quality is entirely owing to the Soil in which it is produced. The Additions to the original Price given by the Contractor are very considerable; he receives the Opium in its moist State, as it is drawn from the Head of the Poppy, and it must undergo a Preparation of Six Months

Months before it is merchantable. The Process consists chiefly in drying it in the Air, whereby it incurs a great Expence, as well from the constant Attention that must be given to it, as the Number of People employed in the overseeing it. It sustains likewise a considerable Loss in Weight from being thus exposed generally about One-fifth, so that before it is made into Cakes and chested, we may presume it stands the Contractor from 90 to 110 Rupees per Maund, after which are to be paid the Charges of Transportation and Duties. The Gauzipore Opium is collected in at a still greater Expence, and stands the Contractor about Fifteen Rupees per Maund more than what is produced in this Province; to this we must add, that the Contractor is liable to Losses from the Bankruptcies and Villainies of the Farmers and Ryotts, who often abscond with the Money advanced, or dispose of the Opium surreptitiously, which is a Practice they are much given to, and is encouraged by the Number of European Interlopers who are settled here; he is also subject to a Loss of his Advances by a Failure in the Season and Deficiency in the Produce.

" These Observations are the Result of the strictest Inquiries, and there are many Gentlemen in Calcutta, who can do Justice to the Candour we have manifested on the Occasion. We shall now proceed to tell you in what Manner we think it will be most advantageous to provide the Ophium in the ensuing Year; and, we hope, you will favour us so far as to suppose we are divested of all Views of any private Advantage to ourselves in what we are going to propose.

" The palpable Impropriety of receiving it in Kind from the Farmers has already been shewn, as well as the ill Consequences that, we apprehend, will arise from laying the Trade open. What we have now to offer is in Favour of a Monopoly of the Whole for the Company; and to secure that, we will * promise, that the Custom-Master be invested with Authority to search all Budge-rows and Boats of whatever Kind going to Calcutta; as it is notorious that great Quantities have been smuggled down by Europeans of all Denominations for Want of such a Licence; that we have full and absolute Power to seize Ophium wherever we find it, that shall turn out, upon Enquiry, to belong to Individuals; to confiscate the same; and to punish the Pykars and Assamies detected in the Sale. * Sic in Orig.

" These Conditions obtained, we have not the least Doubt but it will be in our Power to secure annually to the Amount of 3,300 Chests of genuine unadulterated Ophium, provided the French, who received this Year 100 Chests, and the Dutch 450, are excluded from the Trade.

" Supposing that it can be contracted for here at the Rate of 230 or 240 Rupees per Chest, we need not mention what a prodigious Advantage would accrue to the Company, by withholding the Sale of it in Calcutta, and exposing the Whole on their Account as a Supply to China. The foreign Merchants would soon find the Difference between that and the spurious Stuff they have so long been accustomed to meet with, and consequently buy it all up annually at a Price inconceivably beyond what has been hitherto given for that Commodity, when every Grain of it was probably mixed by the Purchasers, and confounded with some other Substance. Before we conclude we will just mention that the least Mixture of any other Article with the Ophium debases the Whole; and this we are induced to think has not been sufficiently attended to by the Manufacturers, from the bad Accounts that have been lately received from China, though in future it should be our Business to see that no such Practices are adopted.

" We shall not presume to determine what Effect, continuing this Article of Monopoly, will have on the Revenues; but it is certain that laying the Trade open will in a short Course of Time diminish the Price of it, and render the Ophium Lands considerably of less Value than what they are at present.

(Signed at the End of the Letter)

" Isaac Sage,
Simeon Droz,
Ewan Law,
Edw^d Golding."

Read, also, a further Extract from the same Consultation, beginning at Page 540 of the same Book.

" The Governor General recommends, that the whole Produce of Opium manufactured in the Province of Bahar be appropriated to the Company's Use.

" That the Chief and Council of Patna be ordered to provide it on the Account of the Company by making Advances to the Ryotts and Cultivators, receiving it from them and manufacturing it in the Manner now done by the Contractor: That the Custom Master have a Power to seize all Opium wherever he can find it, either on the Water or on its Passage by Land, and to punish the Pykars and Assignees detected in the Sale of it, and that he be allowed one Half of all the Opium thus seized and confiscated.

" That as an Incitement to the Council to attend to the due Preparation of this Article, and to the Improvement of it, a Commission of * per Cent. be allowed them on the Quantity delivered by them, calculated by the medium Rate of the Outcry Price in Calcutta, after deducting the medium Rate of Costs and Charges. * Sic in Orig.

" If this Proposition should be objected to as throwing partial Advantages into the Hands of the Council of Patna in which the Members of the other Provincial Councils cannot participate, and it shall be judged more adviseable to give the Provision of this Article in Charge to a single Agent appointed for the Purpose, the same Principle may be applied to this Agent's Allowance and a per Centage granted him in like Manner on the Profits of the Sales, in Lieu of Salary and all other Emoluments.

" It is evident that the Amount of Commission will depend equally on the Improvement of the Quality, the Increase of the Quantity, and the Reduction of the Charges; and this appears to be the best Security that can be devised for the Diligence and Integrity of the Agent, whether this Trust be reposed in the Collective Members in the Provincial Board of Patna, or in an Individual; with this Difference, that more Confidence can be reposed in the Integrity of the former than in the Diligence of the latter.

(Signed at the End of the Consultation)

" J. Clavering,
Geo. Monson,
Rich. Barwell,
P. Francis."

To prove that the Terms of Mr. Sullivan's Contract were those which had been announced by public Advertisement, made in the Year 1775, and found to be the lowest of Thirteen Bidders,

Read, from Book 6, the following Extract of a Letter from the Governor General and Council to the Court of Directors of 3d August 1775, beginning at Par. 18 of the same Letter.

" To the Honourable the Court of Directors for Affairs of the Honourable United Company of Merchants of England trading to the East Indies.

" Honourable Sir and Sirs,

" Par. 18. We accordingly advertized for Proposals to be delivered in for the several Quantities which might be procured in the Purgunnahs where it is provided, and those received for Patna are from Rupees 197 to 270 per Chest, in which Place it was before contracted for at 320 Rupees, deliverable in Calcutta at the Risque of the Contractor. The Proposals for the Purnea Opium are from 235 Rupees to 350 per Chest, and those for Rungpore Rupees 240; the State in which the Proposals are now, you will be fully informed by our Proceedings of the 1st instant. (a)

(Signed at the End of the Consultation)

" W. Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

Read, also, from the same Book, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 24th November 1775, beginning at Paragraph 2d of the same Letter.

" To the Honble. Court of Directors of the Honble. United Company of Merchants of England trading to the East Indies.

" Honble Sir, and Sirs,

" 2. In the 18th Paragraph of our Letter of the 3d August, we informed you of the advantageous Proposals which had been offered for the Provision of the Opium the ensuing Season. We have accordingly accepted of those presented by Mr. Griffith and Mr. Wilton, the former one of your covenanted Servants, for the specific Quantity to be produced in Bahar, &c. of 2,980 Chests at 180 Rupees per Chest, and 2½ per Cent. Commission on the Produce of the Sales in Calcutta, and the Offers of the latter, being the lowest that were tendered to us for the Quantity of 1,000 Chests, to be provided in the District of Bengal at 240 Rupees per Chest.

(Signed at the End)

" W. Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

Read, from Book 235, the following Extract of a Consultation of the 23d May 1775, beginning at Page 99 of the same Book.

“ Fort William, 23d May 1775.

“ At a Council ; Present,
The Honble. Warren Hastings, Governor General, President ;
Lieutenant General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Resolved, That the following Advertisement be published in the English, Persian, and Bengal Languages.

A D V E R T I S E M E N T.

“ Notice is hereby given, that the Honourable the Governor General and Council in their Revenue Department have resolved that the Provision of Opium shall be made in the ensuing Season by Contract : All Persons therefore who are desirous of providing the whole Quantity of Opium produced in the Provinces of Bahar, Niaper, and Ghazypore, on the following Conditions, are requested to send in their Proposals, sealed, to the Secretary of this Department on or before the 15th June next.

“ The Opium is to be delivered at the Seat of the Provincial Council in its crude State.

“ It is to be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him, under the Superintendence of a Person or Persons appointed for that Purpose by the Board.

“ The Proposals are only to mention the Price:

“ Separate Proposals will also be received for the Produce of the other Divisions on the Terms above mentioned.

“ It is further to be observed, that none but Persons of undoubted Credit and Character will be permitted to hold these Contracts, as none but their personal Security will be required. (a)

“ Warren Hastings,
J. Clavering,
Geo. Monson,
Rich. Barwell,
P. Francis.”

Read, from Book 710, the following Extract of a Consultation of 21st July 1775; beginning at Page 1275 of the same Book.

“ Fort William, 21st July 1775.

“ At a Council ; Present,
The Honble. Warren Hastings, Governor General, President ;
Lieut. General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Rev. Dept.
Friday.

“ The Secretary delivers in the following Abstract of the Proposals received for the Provision of Opium, agreeably to the Orders of the last Day.

(a) Vide Appendix, N° CCCLXXX.

" As the Extent and Improvement of the Poppy Cultivation solely depends on the Measures adopted by the Contractor, it is unquestionably his Interest (when his Engagements are for a long Term) to conduct himself with that Justice and Lenity which is the only Mode of conciliating the good Opinion and Confidence of the Ryotts, and thereby encouraging them to pay their Whole and unremitted Attention to the Produce of their Lands : They will then, and not till then, heartily join with the Contractor in extending the Cultivation, and readily adopt any Mode which he may point out for the Improvement thereof. These happy Effects can never be experienced while the Engagements are limited to One Year; the Contractor having no future Object finds it necessary to exact his utmost Dues from the Ryott, who, as he expects a new Master, his whole Attention is consequently bent on taking Advantage of the Ignorance and divided Authority of the new and old Contractors, whose Views and Interests being directly contrary most constantly clash with and oppose each other; for the Contractor who makes Advances from September 'till the Month of March following is not able to collect in the Whole of his Opium 'till the Beginning of the next Year, at which Time he must unavoidably have several Sums outstanding from different Ryotts who have not completed their Engagements. The old Contractor will insist upon collecting these Balances, in consequence of which the Ryott either absconds or pays him the Advances which he has just received from the new Contractor to prepare his Land for the ensuing Crop; in either Case, not only the Cultivation but the Revenue of the Country must considerably suffer.

↳ [" The Manufacture of Opium is an Art which requires long Experience, joined with the most minute Attention, to become Master of. I had made it an Object of my particular Enquiries long before I undertook my Contract, and am convinced that great Improvements may be made on the present Mode; this, however, cannot be hoped for but by the continued Study and Observation of the same Contractor.] (a) The Manufacturers, accustomed to one established (though perhaps erroneous) Mode, will never of themselves change it; and though it is the Contractor's Interest to improve the Quality, yet this cannot be accomplished without many Experiments. A new Contractor takes Charge of his Business totally ignorant of the Nature and Process of it; and before he has Time to become sufficiently acquainted with it his Contract expires, which absolutely precludes all Possibility of Improvement in this Branch.

" If the Consideration of these Circumstances should induce you to extend my Contract to a longer Time, I shall make it my whole Study to realize the Expectations of Government, by a considerable Improvement in the Quality and Increase in the Quantity of the Opium.

" I am, with the greatest Respect,

Honble. Sir, and Sirs,

Your most obedient humble Servant,

(Signed) Richard Griffith."

Letter from
Mr. Wilton,
Pune, &c.
Opium Con-
tractor.

" To the Honble. Warren Hastings Esquire, Governor General, and the Council of Revenue.

" Honble. Sir, and Sirs,

" The Season was so far advanced last Year before the Contract for the Rungpore, &c. Opium was signed, that my People did not arrive at the different Places where it is produced 'till many Months after the Advances ought to have been made. This Circumstance will not only considerably affect the Quantity of Opium, but will subject me to great Loss, from the Preparations I made for fulfilling my Engagements with the Company. I sent out an Establishment for manufacturing 1000 or 1200 Chests, but the Lateness of the Season would not permit me to get Half that Quantity; when this extra Expence therefore comes to be added to the reduced Quantity, it will greatly enhance the Price: Besides all this, I run the Risk of still greater Loss by outstanding Balances, unless you shall be pleased to afford me Assistance.

" I have spared no Expence of any Kind, but fear that still it will be impossible for me to procure a Quantity in any Manner adequate to my Expectations when I gave in Proposals for the Contract; at the same Time I am still persuaded that the Quantity proposed, or even a greater, may be procured, if it shall please you to extend the Terms of the Contract for Three Years longer.

" This is the proper Season for making the Advances to any Advantage; my Contract does not expire till the 31st of December, and if a new Contract is entered into, and new People sent up, the Confusion and Loss to all Parties will be endless; but it will fall chiefly on the Company, in the unavoidable Distress and Ruin of the Ryotts.

" This is so well set forth in a Letter from a Person on the Spot, that I hope you will pardon my taking the Liberty of enclosing a Copy. Every Inconvenience will be avoided by the proposed Prolongation; and the Board may rest secured that every Chittack which I can procure shall be most faithfully delivered to the Company.

" I have the Honour to be, with the utmost Respect,

" Calcutta,

May 10th, 1776.

Honble. Sir, and Sirs,

Your most obedient and most humble Servant,

(Signed) " J. Wilton."

“ Extract of a Letter from Mr. Pagan at Purnea.

“ I have already written you regarding the next Year's Contract. I have there said that this is the Season for making the Advances if the Quantity is to be encreased; and that it may be encreased to any Amount. I must now observe, that in the Advantages arising to Government in this Encrease, is to be considered not only the Profits they receive from the Sales, but also the additional Revenue they receive from the Lands, as the Malgazy paid on Opium Grounds is in most Places upwards of Four Times more than that paid on any other Lands.

Enclosed in the foregoing Letter.

Should Government be desirous of encreasing the Quantity of Opium, they must grant the Contract for a Term of Years, so that the Contractor may be able to make Advances with an Eye to Improvement, and he will find his Advantage in encouraging and protecting the Riotts; whereas a yearly Contractor will endeavour to make the most of it without any View to Futurity, and as he must inevitably have outstanding Balances, which his Successor may not chuse to take off, the Ryotts of Course must be distressed to pay them; whereas, had he the Contract for a Term of Years, what they could not pay the First Season they might work off the next, which would prevent the Hardship and even Ruin of those Affamies from whom Balances are collected in ready Money. Authority ought also to be given the Contractor to protect the Riotts from Oppression, to which nothing would contribute so much as allowing him to collect the Revenue on the Opium Grounds at the Rate at which it now stands in the Company's Books. As the Riotts have nothing to pay the Revenues with but what they receive from the Contractor, his deducting the Amount of the Revenue from the Price of their Goods, and paying it to the Officers of Government, would be a much easier and simpler Method of collecting it than the present; besides the immense Advantages the Riotts would receive, in being freed from the Oppression of every petty Zemindar, Mutsuddy, &c. of Government, who collect under the Name of Dustours, &c. a considerable Amount above the real Mulgarraree; and who, the Instant they take a Pique against any of the Contractor's People, confine the Affamies under Pretence of collecting the Revenues, to the utter Ruin of their Crops, and of Course the Loss of the Contractor's Advances; should the Contractor's People interfere, any Deficiency in the Collections is then imputed to this Interposition.”

“ Resolved, That the Application of the Opium Contractors is premature; that the Board will resolve on the Propriety of prolonging of the Contracts when they shall have had Experience of the Punctuality with which they have fulfilled their actual Engagements.

Resolution on Opium Contractors Letters.

“ Ordered, That this Resolution be communicated to them by the Secretary. (a)

Advised the conf.

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Rich^d Barwell,
Philip Francis.”

The Counsel for the Defendant stated, that upon the 3d September 1776, at a Consultation, in which there were present the Defendant, General Clavering, Mr. Barwell, and Mr. Francis, the Contract was renewed with the same Gentlemen for one Year more, upon the same Terms, without any fresh Advertisement; but the Book containing the Consultation not being at Hand, they would prove it by a Letter written to the Court of Directors on the 20th September 1776, signed by those Gentlemen.

Read, from Book 205, already delivered in, the following Extract of a Letter from the Board to the Court of Directors, beginning at Page 358 of the same Book.

“ To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

“ 13th. You will have been informed by the Salisbury of our Resolution to provide the Opium for the last Season by Contract. Having determined to continue the same Mode of Provision for the ensuing Season, and the present Contractors having represented to us the great Loss they may suffer if they are not allowed to continue in their Contracts, we have consented to extend them for another Year, with this Alteration only in the Patna Contractors Engagements, that the Ghazipore Opium will not be included therein. (b)

(Signed at the End of the Letter)

“ Warren Hastings,
J. Clavering,
Rich^d Barwell,
P. Francis.”

The Counsel for the Defendant stated, that the next Subject of Evidence was the making of the Contract in the Year 1777 with Mr. Mackenzie, upon the same Terms, only with the Addition of 10,000 Sicca Rupees a Year; on which Subject they would

(a) Vide supra Appendix, N^o CLXXXVI.

(b) Vide Appendix, N^o CCCLXXXI.

give in Evidence Two additional Paragraphs of a Letter, already in Part given in Evidence by the Managers for the Commons. (a)

Read, from Book 400, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William in Bengal to the Court of Directors, dated 18th November 1777, beginning at Page 883 of the same Book.

✍ [“ Par. 120th. In the 13th Paragraph of our Letter of the 20th September 1776, we informed you of our having continued the Contract for the Provision of this Article with the Contractors of the preceding Year.

“ 121. Mr. John Mackenzie having offered to provide this Article on the same Condition as those Gentlemen, for the Term of Three Years, and to pay to Government, at the Close of every Year of his Contract, Ten thousand Sicca Rupees, on Condition that, if he should require larger Advances than the Half, which the Terms of the former Contractors entitle him to, he should receive the same at his Requisition; and that he would give sufficient Security for the Public Money.

“ 122. We resolved therefore to grant the Contract to that Gentleman for Three Years certain, unless Orders from you shall be received within that Time to relinquish your exclusive Property in the Trade of Ophium, and to make it free; in which Case it is stipulated, that the Contract shall, notwithstanding, remain in Force till the Expiration of the current Year, included within the Months of October and September, and then cease (b).]

16th May.
20th May.
Debates.

“ 123. Same Debate having arisen on a Motion made by General Clavering, that it should be a standing Rule of this Government, that all Contracts that might hereafter be made should be annulled in case the Company might disapprove them, we beg Leave to refer you to our Proceedings of the 16th and 20th May.

10th June.

“ 124. The Board of Trade, in their Letter of the 23d May, thought it necessary to remonstrate against our Acceptance of Mr. Mackenzie's Proposals for the Reasons therein stated; but as it was not without having duly and attentively weighed the Order that had been received from you, respecting the Provision of that Article, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years, and as your Orders, under Date the 15th December 1775, were issued in consequence of a Reference formerly made to you upon this Subject, in which all the Arguments on both Sides of the Question were minutely detailed, we cannot suppose that a Decision so formally passed is likely to be repealed by you by the Effect of a Recapitulation of their Pretensions, and did not think it necessary, therefore, on such Grounds, to insert the Clause which they propose, that the Continuance of it should depend on your Orders.

(Signed at the End of the Letter)

“ Warren Hastings,
Rich. Barwell,
P. Francis.”

Read, from Book 711, already delivered in, the following Extract of a Consultation of the 16th May 1780, beginning at Page 920 of the same Book.

“ Fort William, the 16th May 1780.

Rev. Dept.
Tuesday.

“ At a Council; Present,
The Honble. Warren Hastings, Esquire, Governor General, President;
Philip Francis,
and
Edward Wheler, } Esquires.

Mr. Mackenzie's Opium Contract executed.

Penalty fixed at One Third of the present Amount.

“ The Contract of Mr. Mackenzie for the Provision of the Opium of Bengal and Behar, with the Clause ordered to be annexed to it on the 11th ultimo, is now laid before the Board and executed.

“ Agreed, that the Penalty of the above Contract be fixed at One Third of the present Amount, being Current Rup^a 1,54,265 : 5 : 4. (c)

(Signed at the End of the Consultation)

“ Warren Hastings,
P. Francis,
Edw^d. Wheler.”

The Counsel for the Defendant stated, that the Contract made with Mr. Mackenzie in the Year 1777 for Three Years, ended in 1780: That in the Interim, namely, in the Year 1779, a Letter had been received from the Court of Directors, and which had been adduced (d) on the Part of the Prosecution, to criminate the Contract with

(a) Vide supra, Page 1305.
(b) Vide supra, ibid.

(c) Vide Appendix, N^o CCCLXXXII.
(d) Vide supra, Page 1305.

Mr. Sullivan, because subsequent to the Receipt of the same: they should therefore shew, that immediately after the Receipt of that Letter, Mr. Mackenzie's Contract was again renewed for a Year by the Board, consisting of Mr. Hastings, Mr. Francis, and Mr. Wheler.

Read, from Book 29, the following Extracts of a Letter from Bengal to the Court of Directors, 29th November 1780, beginning at Page 186 of the same Book.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England trading to the East Indies.

" Honble. Sirs,

" Par. 30. In consequence of an Application made to us by Mr. Mackenzie, in the Month of April last, we thought proper to prolong the Contract held by him for the Provision of the Opium produced in the Provinces of Bengal and Bahar for another Year, from the 1st of September 1780, on the same Terms as the Three preceding Years. Rev. Dept.
Conf. 11th
April.

" 31. We soon after received a Proposal from the Provincial Council at Patna, for the future Provision of Bahar Opium; but as we had granted Mr. Mackenzie a Continuance of his Contract, we could not consistently with that Engagement, and without Injustice to him, enter into the Consideration of their Proposal. Conf. 12th
May.

" 32. Upon a Representation from the Contractor, for the Inconvenience and Loss with which the packing and dispatching of the Opium by the Commercial Chief at Patna had been attended for the last Two Years, and a Request that the Management of this Part of the Business might, for the future, be committed to him; we were of Opinion, that as it was the Contractor's Interest the Opium should be brought early to the Presidency, and that it might yield the greatest possible Advantage in the Sale of it, he was the fittest Person to be entrusted with that Charge: We therefore gave Orders accordingly, and directed the Contractor to consign the Opium to the Superintendent of the Khalsa Records, whom we instructed to advertise it immediately for public Sale, after its Arrival. Conf. 16th
May.

" 33. The Board of Trade thought proper to remonstrate against the latter Part of this Resolution, conceiving themselves deprived by it of a Privilege which, upon a Reference to you of our former Difference concerning the Management of the Opium Business, you had been pleased to vest in them; but as they proposed at the same Time, that if we still declined leaving the Sale of the Opium to them, the Proceeds might be applied to the Use of the Investment, we readily acquiesced in their Request, and directed the Superintendent of the Khalsa Records, to pay them immediately as they were received, to their Order, in Part of their stipulated annual Supply; which Arrangement, we conceive, will completely answer your Intention, as well as that of the Board of Trade. Conf. 6th
June.

" 34. The Letter from the Board of Trade, with our Reply in which the Reasons are fully assigned for reserving the Sale of the Opium under our own Charge, are recorded in the Proceedings noted in the Margin. Conf. 6th
June.

(Signed at the End of the Letter)

" Fort William,
29th November 1790.

" Warren Hastings,
E. Wheler."

Read, from Book 711, the following Extract of a Consultation of the 11th April 1780, beginning at Page 220 of the same Book.

" Fort William, the 11th April 1780.

" At a Council; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
Philip Francis,
and
Edward Wheler, } Esquires.

" Read the following Letter from the Opium Contractor.

" Honble. Sir, and Gentlemen,

" The Season for making Advances to the Cultivators of Opium Land being arrived, I am under the Necessity of calling upon your Attention, and of expressing my Hopes that the Experience you have had of the Punctuality with which I have hitherto fulfilled my Engagements with your Honble. Board, will induce you to prolong my Contract to a further Term.

" Should you be pleased to continue the Management of this Business in my Hands, I beg Leave to assure you, that I will make it my principal Study to give you Satisfaction.

" Calcutta,
11th April 1780.

" I am, &c.
(Signed) " John Mackenzie."

" Agreed, that the Contract of Mr. Mackenzie for the Provision of the Opium of Bengal and Behar, be prolonged for One Year on the present Terms, and that the Provincial Councils of Patna and Dinapore, and Collector of Boglepore, be advised thereof as follows.

“ To Mr. William Maxwell, Chief, &c. Provincial Council at Patna.

“ Gentlemen,

“ This serves to advise you, that we have thought proper to prolong the Contract held by Mr. Mackenzie, for the Provision of the Opium produced in the Province of Bahar, which expires on the First of next September, for another Year from that Time, on the same Terms as the present.

“ Fort William.

“ We are, &c.

“ The same to Dinagore and Boglepore, inserting the Word ‘ Bengal,’ instead of ‘ Behar.’

“ Ordered, That a Clause be annexed to the Contract for Opium accordingly.

(Signed at the End of the Consultation)

“ Warren Hastings,
P. Francis,
Edw^d. Wheeler.”

The Counsel for the Defendant stated, they should next proceed to shew, that Mr. Hastings had no Reason to believe the Terms of Mr. Sullivan's Contract were not such as were fair and reasonable to be made with an Individual; for which Purpose, they should first produce a Consultation of the 23d May 1775, containing the Sentiments of Three of Mr. Hastings's Opponents upon that Subject.

Read, from Book 235, the following Extract of a Consultation of the 23d May 1775, beginning at Page 91 of the same Book.

“ Fort William, 23d May 1775.

“ At a Council, Present,
The Honourable Warren Hastings, Governor General, President;
Lieutenant General Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Mr. Francis.—5. I do not doubt that they might provide the Opium on cheaper Terms than any private Contractor could do; but as I am convinced that such Terms can only be made good at the Expence of the Ryot and the Farmer, I should think it unadvisable to engage on very low Terms with any Contractor, and particularly with Persons who have the Power in their Hands to indemnify themselves at any Rate; and from whom the Ryots and Farmers would in Fact have no Appeal.

“ 11. Upon the whole, I am of Opinion, that if it be not thought advisable to lay the Trade open, the best Method, both for the Company and the Country, will be to contract with some native Merchants of known Credit and Character, upon such fair Terms as may enable them to make a reasonable Profit, without squeezing the Farmers or Ryots, who cultivate the Lands. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis.”

The Counsel for the Defendant stated, they would next refer the House to the Terms of the Contract itself, in the Appendix to the printed Minutes Page 951, and also to the First Contract given in Evidence, Page 1303-4, to shew the Reduction that took place in the Price of the Chests between the Year 1773 and 1781; and also, to the Opinion of the Patna Council, given in Evidence this Day, (b) ‘ that 230 or 240 Rupees per Chest would be the proper Price, if it could be obtained.’

Then, Mr. EWAN LAW was called in, and, being sworn, was examined as follows:

(a) Vide supra, Appendix, N^o CCCLXXX.

(b) Vide supra, Page 2221, Extract from Consultation 3d May 1775.

Q. Were you a Member of the Patna Council in 1773; and antecedent to that Period?

A. I was.

Q. What Price per Chest did you and the other Members of the Council, who had Occasion to purchase Opium upon the Spot at Bahar, pay for it?

A. To the best of my Recollection, the Price we used to pay for Opium at that Time, was about 200 Rupees per Chest.

Q. For the Bahar Opium?

A. Yes; for the Bahar Opium.

Q. Do you know what was the Difference between that and the other Opium procured from Bengal or Gauzipore?

A. With the Price of the Purnea and the other Opium procured in Bengal, I am not acquainted; the Price of the Gauzipore Opium was higher than that of the Bahar Opium I think, but I do not recollect what was the Difference.

Cross-examined by the Managers for the Commons.

Q. When did you quit the Council at Patna?

A. I left Patna in the Month of September 1779.

Q. Do you know who had the Profit of the Opium in Indostan?

A. Till the Contract was made for the Benefit of the Company, the Profit of the Contract was received by the Council of Patna, and other Members of the Factory.

Q. Whether, while the Council held it, they managed it by themselves, or by their immediate own Agents; or whether they sold it for the same Money to any other Person?

A. The Purchase was managed by their immediate Agents; the Quantity procured was divided among the several Persons holding Shares in that Concern, and we disposed of them, each as he thought best for his own particular Advantage.

Q. Whether your Opinion is, that if you had sold it for any given Time of Contract, you could have got £40,000 for the Purchase for Three Years?

A. I should imagine a great deal more.

Q. Do you know whether the Person who took it so, could have undertaken to sell it again if he had paid 40,000?

A. I have already said, that the Person could have afforded to have given a great deal more than 40,000l. for it.—The Difference between that and what he would have got for the Opium, the Price varying in different Years, would have been his Profit.

Q. What was the Price per Chest at which they sold the Bahar Opium?

A. I had a Concern in the Bahar Opium for a great many Years; the Price varied almost every Year; the highest I think I have known it sell for, was something under Five hundred Rupees per Chest.

Q. What was the current medium Price?

A. The medium Price might be about Four hundred.

Q. And if the Company had put up the Contract to the highest Bidder, would he not have bid for it more than 40,000l. at the first Hand?

A. I really do not know for what Time the Question goes to?

Q. A Period of Three or Four Years.

A. The Question does not state what the Price was to be that the Company was to have paid the Contractor; without knowing that, I cannot say what he could afford to give.

Q. Have you heard of the Particulars of the Price of the Contract in Question?—Mr. Sullivan's?

A. I really do not know it.

Q. Recollect it.

A. I cannot recollect it; I do not know I ever heard it.

Q. At 190 Rupees per Chest, and to supply a Quantity of Three thousand six hundred and sixty Maunds, to be yearly produced and made in the Province of Bahar, at the Price or Sum of Ninety-five Sicca Rupees per Maund for every Maund thereof; and also a further Sum of Two Rupees and an Half $\frac{1}{2}$ Cent. on the net Proceeds of such Opium, at the Medium of the Sales thereof in Calcutta; and also, with an Advance to him of the Sum of Fifty Sicca Rupees for each and every Chest or Two Maunds of Opium, which should be produced and delivered to the Company, above the Quantity of Three thousand six hundred and sixty Maunds, as a Premium, and exclusive of and over and above the said Price or Sum of Ninety-five Sicca Rupees $\frac{1}{2}$ Maund, and Two Rupees and an Half $\frac{1}{2}$ Cent. herein-before mentioned. Upon those Terms of that Contract, which has been shewn you, could any one have afforded to give a greater Fine?

A. This Contract is for Opium procured, not only in Bahar, about which I know something, but in every other Place, about which I can give no Answer at all.

Re-examined

Re-examined by Counsel.

Q. You were asked a Question about 40,000 l. ? Whether you speak of the Difference between 200 Rupees per Chest, and the Price at which it was sold, which you have said was sometimes 500 and 400 Rupees a Chest ?

A. I certainly meant that the Purchaser should buy on the best Terms he could, and sell for his own Profit in the Manner as stated by the Council.

Q. (*by Managers.*) What Advances did the Company make to you to enable you to carry on the Buzinets when you was in the Council ?

A. The Company made no Advance to the Patna Council ; it was a private Concern of their own, which Mr. Hastings deemed a proper Source of Revenue to the Company, and deprived them of.

Q. Was you in the Country when Mr. Hastings made that Contract with Mr. Sullivan ?

A. I was not.

The Witness was directed to withdraw.

The Counsel for the Defendant stated, that with respect to the Contract in Question, Three Circumstances were stated, from whence an Inference of Partiality to Mr. Sullivan had been drawn, and that he was enabled to defraud the Company with Impunity ; First, from the Reduction of the Penalties ; Secondly, from the Board of Inspection being abolished ; and Thirdly, from the Omission of the Clause, making the same liable to be determined by the Orders of the Company.

With respect to the First, they should refer to the Extract of a Consultation of the 22d May 1781, already in Evidence (a), for the Reasons there assigned ; and that with respect to the Second, they should shew that Inspectors were substituted at the Place of the Delivery, instead of at the Place of the Manufacture of the Article.

Read, from Book 230, already delivered in, the following Extract of a Consultation of the 6th of November, 1781, beginning at Page 326 of the same Book.

Rev. Dept.
Tuesday.

“ Fort William, the 6th November 1781,

“ At a Council ; Present,
Edw^d Wheler, } Esquires.
John Macpherson, }

The Governor General absent on a Visit to Oude.

Board's Minute.

“ As by the late Regulations of the Board, the Bengal and Bahar Opium is now dispatched to the Presidency by the Contractor without the usual Certificates of the Quantity and Quality of it,

Mr. Williamson appointed to the Charge of the Opium dispatched to the Presidency. Commission of One per Cent. allowed him.

“ Agreed, That Mr. Geo. Williamson be appointed to receive the Charge of the Opium from the Committee of Revenue on its Arrival in Calcutta, and to report to the Board the Quantity and Condition of all the Opium which may be delivered by the Contractor ; and that he be further entrusted with the Charge of repacking and shipping such Quantities as may be ordered for Exportation, drawing for his Trouble the same Commission as has been allowed him on the Company's Sales, as a Compensation for the Losses he would otherwise sustain by the Exportation of the Opium, and in Lieu of all other Expences incidental to his present Establishment of Public Vendue Master. (b)

(Signed at the End of the Consultation)

“ Edw^d Wheler,
John Macpherson.”

Read, from Book 248, already delivered in the following Extract of a Revenue Consultation of the 26th July 1782, beginning at Page 157 of the same Book.

Rev. Dept.
Friday.

“ Fort William, 26th July 1782.

“ At a Council ; Present,
The Honble. Warren Hastings Esquire, Governor General, President ;
and Edward Wheler Esquire.
Mr. Macpherson indisposed.

“ Honble. Sir, and Sirs,

“ As we are of Opinion that the Opium Business would be better conducted, and greater Advantages derived from that Branch, if a separate Office under our Direction were to be established for the Management of it ; we take the Liberty of recommending the enclosed Plan to

(a) Vide supra, Page 1314.

(b) Vide Appendix, N^o CCCLXXXIII.

your Consideration, and request that, if it meets with your Approbation, you will be pleased to appoint a Company's Servant to act under us in the Capacity of Superintendant of the Opium Manufacture.

" Fort William,
11th July 1782.

" We have the Honour, &c.
(Signed)

Sam^l Charters,
&c. Committee."

" Plan of the Superintendence of the Opium Manufacture.

Enclosure.

" 1st. A separate Office to be established for conducting the Opium Business, and a Company's Servant to be appointed Superintendant of the Opium Manufacture.

" 2d. The Superintendant to receive all Advances for Opium by Bills of Exchange, drawn by the Committee of Revenue on the different Districts where the Opium is manufactured; which Bills will be indorsed by him to the Contractor or his Agents.

" 3d. The Superintendant to receive the Opium, when manufactured, from the Contractor, and lodge it in the Warehouses.

" 4th. The Superintendant to make the Sale of Opium, under the Direction of the Committee of Revenue, and receive the Money from the Purchasers.

" 5th. The Superintendant to keep a Set of Books for the Opium Business, and to transmit his Accounts and Books to the Committee of Revenue.

" 6th. The Superintendant to be paid by a Commission of * per Cent. on the Sales of * Sic in Orig. Opium, out of which all the Charges of Office are to be defrayed.

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler."

Read, from the same Book, the following Extract of a Revenue Consultation of the 9th August 1782, beginning at Page 251 of the same Book.

" Fort William, the 9th August 1782.

" At a Council; Present,

The Honble. Warren Hastings Esquire, Governor General, President;

Edward Wheler,

and

John Macpherson,

} Esquires.

" Read again the Letter from the Committee of Revenue dated 11th July, and entered in Consultation the 26th of the same Month.

" Agreed, That the Plan recommended by the Committee for conducting the Opium Business at the Presidency be approved, but in Addition to the Duties to be assigned to the Superintendant,—the Board are of Opinion, that it should also be entrusted to him to inspect and report to the Committee, from Time to Time, the Quality of any Quantity or Parcel of Opium that he may receive. (a)

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson."

Committee's Letter 11th July, read again. Plan for conducting the Opium Business approved, and Board's Opinion that further Duties be entrusted to the Superintendant.

Read, from Book 543, already delivered in, the following Extract of a Revenue Consultation of 26th November 1782, beginning at Page 178 of the same Book.

" Fort William, the 26th November 1782.

" At a Council; Present,

The Honble. Warren Hastings Esquire, Governor General, President;

Edward Wheler,

and

John Macpherson,

} Esquires.
Mr. Stables absent.

" Read again, the Letter from the Committee of Revenue, dated 11th of July, and Plan accompanying, for the Superintendence of the Opium Manufacture, at the Presidency, recorded in Consultation of the 26th of the same Month.

Letter. Plan for the Superintendence of the Opium Manufacture, from Committee of Revenue, read again.

(a) Vide Appendix, N^o CCCLXXXIV.

25 P

" Resolved,

Commission
fixed at 5 per
Cent. on the
net Produce of
the Opium
Sales.

“ Resolved, that the Commission to be allowed to the Superintendant of the Opium Manufacture, according to the Plan agreed upon in Consultation of the 9th August, be fixed at 5 per Cent on the Net Produce of the Opium Sales after deducting all Charges.

(Signed at the End of the Consultation)

“ Warren Hastings,
Edw^d. Wheler,
John Macpherson,
John Stables.”

Read, from Book 20, the following Extract of a Letter from the Board to the Court of Directors, dated 4th April 1783.

“ Honble. Sir, and Sirs,

“ Par. 23. We shall be careful in the next Contract entered into for supplying the Company with Opium to conform most literally to the Orders contained in the 53d Paragraph of your Letter, dated 12th July, with the single Exception of the Appointment of an Inspector at Patna, whose Office when it existed, being only to ascertain the State of the Opium when it was delivered to the Board of Trade, an Inspector there becomes unnecessary, since in consequence of the late Regulations an Inspector has been appointed at the Presidency. (a)

“ Fort William, 4th April 1783.

(Signed at the End of the Letter)

“ Warren Hastings,
Edw^d. Wheler,
John Macpherson,
John Stables.”

Then the House adjourned to the Chamber of Parliament.

(a) Vide Appendix, N^o CCCLXXXV.

Die Lunæ, 27^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said;

“ Gentlemen, you who are of Counsel for the Defendant, may proceed in his Defence, and the Lords will be pleased to give Attention.”

The Counsel for the Defendant stated, that the Subject upon which they were giving Evidence, on the last Day of the Trial, was the Contract with Mr. Sullivan for Opium; and that the particular Allegation of the Article to which they were addressing their Evidence, was that which accused Mr. Hastings with having “ taken away “ sundry Restrictions usually and providently imposed upon the Contractor in Contracts of that Nature, and among other Things, that he did abolish the Office of “ Inspector into the Quality of the Opium.” That, in Addition to the Evidence offered on the last Day of the Trial, to shew that the Plan of Inspectors at the Place of Delivery, instead of at the Place of Manufacture, was better calculated as a Check upon the Purity of the Manufacture; they should refer to the Testimony given by Two of the Witnesses who were examined upon this Subject on the Part of the Prosecution, namely, to the Testimony given by Mr. Young in the printed Minutes of Evidence, Page 1325-6; to the Evidence of Mr. Benn, Page 1320, and also to the printed Evidence, Page 1315-16, for an Instance adduced on the Part of the Prosecution, to prove that every one of the Inspectors approved of the Practicability of the Plan substituted by Mr. Hastings.

The Counsel further stated, that they would next shew, that the supposed general Clause rendering the Contract determinable at the Pleasure of the Court of Directors, was not inserted in the preceding Contract, but that the Contract was ‘ for Three Years certain, unless the Directors should determine to relinquish their Monopoly, and to set the Trade free;’ for which Purpose they would refer to the Board’s Letter to the Court of Directors, dated 18th November 1777, already given in Evidence by the Managers for the Commons, Page 1305.

To shew, that such general Clause as before stated was rejected, when proposed by the Board of Trade,

Read, from Book 400, the following Extract from the Letter above referred to, from the Governor General and Council in Bengal to the Court of Directors, of the 18th November 1777, beginning at Page 883 of the same Book.

“ Honourable Sirs,

“ Par. 124. The Board of Trade, in their Letter of the 23d May, thought it necessary to remonstrate against our Acceptance of Mr. Mackenzie’s Proposals, for the Reasons therein stated; but as it was not without having duly and attentively weighed the Order that had been received from you respecting the Provision of that Article, that we granted it by Contract to Mr. Mackenzie for the Space of Three Years; and as your Orders, under Date the 15th December 1775, were issued in consequence of a Reference formerly made to you upon this Subject, in which all the Arguments on both Sides of the Question were minutely detailed, we cannot suppose that a Decision so formally passed is likely to be repealed by you by the Effect of a Recapitulation of their Pretensions, and did not think it necessary therefore, on such Grounds, to insert the Clause which they propose, that the Continuance of it should depend on your Orders. (a)

(Signed at the End of the Letter)

“ Warren Hastings,
Richard Barwell,
P. Francis.”

(a) Vide *supra* Appendix, N^o CLXXVIII.

To shew, that such qualified Clause as did exist in the preceding Contract, was become unnecessary, by the Court of Directors having expressed their Opinion of the Necessity there would probably be for the Continuation of this Monopoly of the Article of Opium,

Read, from Book 221, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 23d December 1778, beginning at Paragraph 86 of the same Letter.

“ Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated 23d December 1778.

Opium Contract.

“ Par. 86. In the 77th Paragraph of our Letter, dated the 24th of December 1776, we authorised you to abolish the Monopoly of Opium, in case you should be of Opinion it would contribute in any great Degree to the Relief of the Natives; and in such Case you were to reserve a reasonable Duty thereon to the Company.

• See General Clavering's Minutes on Revenue Consultations, 3d September 1776, Fol. 867, and 16 May 1777, Fol. 593.

“ Par. 87. Concerning the Contract granted to Mr. Mackenzie for the Provision of Opium for Three Years, (unless the Company shall, within that Time, relinquish their exclusive Property in the Trade), we remark generally, that if any Means could be devised to prevent the Monopoly of Opium, and at the same Time to secure a proper Revenue to the Company from that Article, we still prefer the opening of the Trade; but we find it repeatedly urged on your Proceedings, that a Monopoly of Opium cannot be * prevented, that it will exist, in Spite of every Effort of Government to abolish it; and, if this be true, we must of Necessity consider it as an Evil to which no adequate Remedy can be applied, and acquiesce in giving the Company a Preference which may be less oppressive in their Hands than in those of Individuals. (a)

(Signed at the End of the Letter)

“ R ^d Hall,	G. Wombwell,
W ^m Mills jun ^r ,	W ^m James,
J. Stables,	L. Sullivan,
Tho ^s Cheap,	Jn ^s Woodhouse,
W. Devaynes,	Jn ^s Michie,
W. G. Freeman,	Joseph Sparkes,
Rob ^t Gregory,	John Roberts,
John Smith,	H. Fletcher,
	Samuel Peach.”

To shew, that the Monopoly of Opium has been continued down to the present Time,

Read, from Book 249, the following Extract of a Consultation of the 11th of July 1785, beginning at Page 33 of the same Book.

“ Fort William, 11th July 1785.

Rev. Dept.

“ At a Council; Present,
John Stables Esquire,
and

The Honourable Charles Stuart.
The Governor General indisposed.

Gov. General's Minute. Preparing Publications to be made for a new Opium Contract.

“ Having fully examined the Two former Modes, the last is to be explained, viz. a Monopoly of the first Purchase of the Opium from the Ryotts, as is now practised. I entertained my Share of the general Prejudices which prevail at Home against every System that bears the Appearance of Monopoly.—Much has been said against the Monopoly of the Opium; nor does the immediate apparent Gain upon it as a Monopoly, appear of Magnitude enough as an Inducement to persist in it. But the Value of the Commodity to these Provinces is a different Consideration, and I very much believe that it never was and never can be secured to this Country on any Footing but that of a Monopoly of some Kind or other; such are the Dispositions and Habits of the Natives, and the peculiar Customs of the Country.

“ It is a Mistake to imagine that Monopolies were not practised under the old Country Government—they always did exist in various Degrees. It is well known that the Salt Collaries of Bengal were actually farmed out to a few substantial Merchants, who, on agreeing for the Rents and to pay a certain Duty at the Custom Houses, had the entire Salt Trade in their own Hands; and the whole Opium and Salt Petre at Bahar was held for many Years by a Merchant named Fokir ul Toojar, who had the exclusive Privilege of supplying the different European Companies with those Articles, for which he paid an Annual Peshcush or Rent to Government.

(a) Vide supra Appendix, N^o CLXXIX.

“ Monopolies were of the earliest Date in this Country, and a principal Means of raising the Revenue long before it came into the Company's Possession.—It was upon the Principle of Monopolies that Foreign Companies were first admitted in these Provinces and protected in particular Branches of Trade. The farming of the Revenue to particular Zemindars and Renters was a Part of this System, and I fear that it will be found in the End that it is only by some Species of Monopoly that the Opium can be made any certain Source of productive Revenue. If this Doctrine is admitted and followed, Government must reserve to themselves the first Purchase of the Opium from the Ryotts, and then manufacture it on the Footing of a Contract or Agency in its own Hands. The former Method has been followed for these Thirteen Years past, and with evident Success. The Improvement of the Quality of the Commodity is established by the ready Sale it always meets with; the Price has progressively risen at the Company's Sales from Year to Year, while the Quantity has almost doubled: An evident Proof that it is either become an Article of more general Consumption than formerly, or that new Markets have been opened for it.

“ An Opinion has prevailed that the Cultivation of the Poppy is oppressive to the Ryot, who would rather cultivate any other Article. I have endeavoured to ascertain the Truth of this Opinion, and I find it is ill founded. Every Ryot is glad to grow Opium, because a Degree of Protection is derived from it against undue and unauthorized Exactions, but too frequently made on them in the Rents of their other Lands. It is the Interest of the Opium Contractor or Agent to support the Ryot and represent their Grievances, which must excite the Jealousy of the Collectors of the Revenue. The Ryot who cultivates Opium does not apply himself to that Article alone; perhaps for One Begah (or Third of an Acre) of Opium he sows Ten with other Articles. Originally indeed it was the peculiar Occupation of a particular Cast of People, called Quiries, but so beneficial has it been found of late that even Rajepoots and Bramins now apply themselves to it, which may be considered as the principal Cause of the great Increase of the Quantity. The whole Quantity of Land sown with the Poppy is after all but inconsiderable; for the last Four Years, it has not exceeded Forty thousand Begas, the Rent of which varies from Four to Ten Rupees a Begah, according to the Quality of the Soil, to which the Produce bears a Proportion. The same Lands usually produce another Harvest of Grain, during the Rains, for which no additional Rent is paid. One Pergunnah has been mentioned to me as an Example to shew how far the Cultivation of the Poppy can be supposed beneficial or oppressive to the Ryot. The following is given to me as an exact Detail.

“ In Pergunnah Foolwarry in Behar, the First Year of the present Opium Contract, 1895 Begahs (or Thirds of an Acre) were cultivated, the Produce was 324 Maunds of 80 Sicca Weight, for which the Contractor paid 29,297 : 8 Rupees; the Second Year 1856 Begahs, the Produce was 379 Maunds, which cost Rupees 37,183 : 15; the last Year the Quantity of Land cultivated was 1287 Begahs, which produced Maunds 352, for which 34,131 : 8 were paid. The whole Pergunnah is computed to contain 30,000 square Begahs of Land, very little of which is uncultivated. The Revenue paid to Government for the same Period has been about 34,000 Rupees at a Medium; and it will appear from this Statement, that the Ryots receive for the Article of Opium alone a Sum of Money equal almost to the Whole Revenue of the Pergunnah.

“ If the Board are of Opinion the Company ought to reserve the Cultivation of the Poppy and preparing the Opium in their own Hands, for the Purpose of realizing a Publick Revenue, there are but Two Modes of conducting the Business; an Agency or a Contract: Whichever Mode is adopted it ought to continue under One Management for more than One Year. This is essentially necessary in order to give the Managers Weight and Consequence in the Country, and to secure the Consequence of the Ryots, on which the Success of the Business depends. If a Contract is preferred, it ought to be for a Term of not less than Four Years; for as the Competition to obtain it will probably cause the Propositions to be very low, it would not be worth while for any Man of Substance, or a Company of Merchants, to undertake it for a single Year. (a)

(Signed at the End of the Consultation)

“ Jn^o Stables,
Cha' Stuart.”

Read, a further Extract from the same Consultation, and same Minute, beginning at Page 26 of the same Book.

“ The different Plans which we have already transmitted to the Company upon the Subject of the Opium, must have drawn their Attention to it, and will render them anxious to know our final Resolution relative to this principal Support of their China Trade, or rather what ought to form its most valuable Supply.

Governor
General's
Minute.

(Signed at the End of the Consultation)

“ Jn^o Stables,
Cha' Stuart.”

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 27th March 1787, beginning at Paragraph 198 of the same Letter.

“ Par. 198. By your Revenue Letter of the 15th October 1785, we were advised of the Conclusion of the Opium Contract for Four Years, with Messrs. Young and Heatley, with the Prospect of a considerable Profit to the Company beyond the former Contract, and which increased Profit, by your subsequent Proceedings in your Inspection Department of the 8th November following, is stated at the specific Sum of Current Rupees 3,80,002, Three Lac Eighty thousand and two per Annum.

“ 199. In our Letter of the 12th July 1782, we expressed a Wish that this Monopoly might be abolished, and the Article of Opium left upon the same Footing with every other Produce of the Country. But, for the Reasons stated by Sir John Macpherson, in his Minute upon this Subject, as entered upon your Revenue Consultations of the 11th July 1785, we are inclined to think with him, that this Branch of our Revenue must be conducted by a Monopoly in some Shape or other. Relying therefore upon the Assurance in your Inspection Letter of the 29th April 1785, that the Opium must be manufactured on the Footing of a Monopoly, or the Revenue fail; we hereby confirm the Contract you have made with Messrs. Young and Heatley, the same having been concluded according to the Rules repeatedly laid down for your Guidance respecting Contracts in general, and they being the lowest Bidders.

“ Par. 200. But although we have adopted your Opinion relative to the general Principle of conducting this Branch of Revenue by a Monopoly, and notwithstanding we are unwilling to disturb the present Contract (which appears to have been made in the most fair and open Manner) so long as the Terms of it are adhered to on the Part of the Contractors, we nevertheless coincide in Opinion with Sir John Macpherson, as expressed in the Minute before mentioned, that an Agency, if ably conducted, would be the most eligible Mode by which this Monopoly can be managed. For in the First Instance, by appointing a Person to the Agency possessed of full and complete Knowledge in this Branch, the Company would be eased of an Annual Expence of Current Rupees 42,800, which they now pay to the Supervisor; and by allowing the Agent a certain Commission on the Sale at Calcutta, he would be interested both in the Quantity and Quality of the Opium, and ultimately the Profit which is now enjoyed by the Contractor, would remain in the Company's Treasury.

“ We are strengthened in this Opinion by a Perusal of the several Proposals by Messrs. Davidson, Wodsworth, and Brooke, entered upon your Revenue Consultations of the 19th August 1785. The First states, that in conducting this Business by Agency, a Saving might be made in Four Years, being the Term of the Contract, of Six Lacks of Rupees, and upwards. The Second estimates a Saving in the same Period of at least 50,000 l. And the last asserts, that this Article is capable of producing greater Advantages to the Company by an Agency, than they can possibly derive from it in any other Mode; that the Company have not yet reaped all the Benefit which this Trade is capable of yielding, nor under the present System, can its real Value, and the Benefit which ought to be derived from it, be ascertained.

“ 201. We have from Time to Time expressed a general Disapprobation of Agencies, and of the high per Centage at which the same have been managed, and have been uniform in our Instructions that such Parts of the Company's Business as could be managed by a Contract, should be so managed. However, particular Cases may require Deviation, and it is impossible for us not to pay due Attention to the Opinions of those, who, by their local Knowledge and Experience, may be supposed to have good Grounds for what they have asserted. And, although we still enforce our former Directions as to Contracts for a general Rule of Proceeding, there seems Cause to doubt its Expediency in the Instance now before us. Suspending, therefore, our final Judgment, we direct that you take the Subject into your particular Consideration, and after forming your own Opinions, from the best Information you can possibly procure, you will report to us the best Mode which, in your Judgment, ought to be adopted for the future Management of the Opium Farms, that you may receive our final Instructions thereon before the Expiration of the subsisting Contract in 1789. In this Enquiry, present Advantage to the Company is not to be the only Object of your Consideration; you must extend your Views to the Prosperity of the Country as connected with the Ease and Happiness of the Ryotts who are the Cultivators of the Poppy, and who, according to Sir John Macpherson's before-mentioned Minute, have a Property in the Crop, and are therefore jealous of their established Rights and suspicious of Innovation. In the mean Time, due Attention must be paid to the Quality of the Opium upon which the Success of this Branch of our Revenue so much depends, and for preventing every Species of Adulteration. It will likewise be expedient to consider the Right of the Company to assume this Trade, to the Exclusion of all other European Nations, as well as the probable Effects either of continuing or laying it open to the internal Prosperity and Foreign Trade of the British Provinces; and any Evidence tending to prove that it was not a free and open Trade, under the actual Government of the Mahomedan Princes, should be entered upon your Consultations, to be employed as Arguments to defend our Rights, in any Discussions which may arise in Europe, in case it should be determined to retain the exclusive Trade to the Company.

“ 202. Thu

" 202. Thus far we have considered Opium as an Article of Internal Revenue. We shall now view it as an Article of Foreign Commerce, and we know not how it can be so beneficially applied as in the Aid of our China Trade.

" 203. We have very attentively perused all your Proceedings upon this Subject since 1782, and various are the Methods which have been suggested for that Purpose. With respect to the Quantity of Opium manufactured, we do not find that in any one Year it ever exceeded 4,000 Chests. Sir John Macpherson, in his Minute upon this Subject, of the 9th April 1785, states the Annual Produce, upon an Average of Five Years, at no more than 3,500 Chests, and he supposes that the Dutch at Batavia would annually take off 1,000 Chests, that 1,000 may be annually disposed of at Tringana, and that a Vend for 1,200 more would be found at Macoa and China.

" 204. With respect to the probable Consumption of this Article in China, Colonel Watson in his Proposal entered on your Consultations of the 16th November 1785, states it as an undoubted Fact that the Inhabitants of the Southern Provinces are in the increasing Habit of using Opium, and that they may require a Supply of 1,500 or 2,000 Chests annually.

" 205. Having already given our Opinion that this Article is undoubtedly a proper Object of Encouragement for foreign Commerce, and remaining of the Opinion contained in our Letter to you of the 12th July 1782, that the Company cannot on any Account engage directly in an illicit Traffic in it to China where it is prohibited; it remains to be considered in what Manner, consistent with those Opinions, this Produce of our Provinces can be most beneficially converted to the Purposes of foreign Commerce, and particularly of a Supply to our Treasury at Canton.

" 206. Of the Three Modes proposed by Sir John Macpherson in his Minute of the 9th April 1785, for the future Disposal of Opium, viz. 1st. By a Society of Merchants; 2dly. Under the Management of our own Servants on the Company's Account, and 3dly. To be disposed of at public Sale; we have endeavoured to form an Opinion. The specific Advantages of the first, which has for its Object the annual Payment in an encreasing Proportion of from 400,000 to 800,000 Spanish Dollars, into the Treasury at Canton, appears at first Sight to be very flattering; but from the Proposals which were afterwards made to you, in consequence of your own Advertisements, we doubt whether as to the Rate of Exchange of Spanish Dollars, 41½ (Forty-one and a Half) for 100 current Rupees, the same would be altogether practicable; the Proposals being in general at 40, and you yourselves having acquiesced in Spanish Dollars 41 per 100, (Forty-one per One hundred) current Rupees.

" 207. The Quantity proposed to be annually exported is at least 3,500 Chests. If no better Terms could be obtained, we should feel great Satisfaction at parting with the same at the medium Price of current Rupees 477 : 6 per Chest, to be paid for at Canton, at the usual Rate of Spanish Dollars 41 per 100 current Rupees, which would furnish a most seasonable Supply to our China Treasury of Spanish Dollars, 685,033 (Six hundred and eighty-five thousand and thirty-three) without any Risk to the Company.

" 208. The Second Proposal is liable to the Objection already stated, as it engages the Company in an illicit Trade with the Inhabitants of China, which on no Account would we wish to be concerned in. Were we once possessed of a firm Establishment to the Eastward, there would be little Doubt of the Success of the Undertaking, we might therefore meet with a Market for the whole Produce of our Opium Farms, to be paid for in Dollars, or in Tin and Pepper, and in such other Articles as might be very profitably disposed of at Canton; and whatsoever Opium might be in Demand by the Chinese, the Quantity would readily find its Way thither without the Company being exposed to the Disgrace of engaging in an illicit Commerce.

" 209. We observe by a Letter from Bencoolen, entered on your General Consultations of the 2d June 1784, that great Advantages might be derived to the Company by making Fort Marlbro' a Mart for the Sale of Opium to the Malays. It is therein asserted that, before the Capture of the Betty, it sold at 1,300 Rix Dollars per Chest, and that under proper Restrictions 500 might at least be easily got for it; we therefore direct that from One to Two Hundred Chests be annually sent to Bencoolen, on the Company's Account, the Proceeds of which to be appropriated to the Provision of Pepper.

" 210. The 3d Proposal appears to us more consistent with the general Freedom of Commerce than the other Two; and if, as we have already observed, you can ensure to us the annual Amount before mentioned to be paid into the Canton Treasury, we should not hesitate to direct you to continue the Sale of the Opium in that Manner.

" 211. Having thus given you our general Ideas upon this Subject, and having acquiesced in the Principle that the Proceeds, except in the Instance before mentioned, should be applied exclusively to the Benefit of the China Trade; we hereby give you a Latitude to adopt such a Plan as in your Estimation will best answer that desirable Purpose, and at the same Time be most advantageous to the Company in other Respects.

" 212. We cannot conclude this Subject without expressing our Approbation of your Conduct in the several Steps you have taken for putting the Opium Trade upon a beneficial Footing for the Company, and towards supplying our Supracargoes with Specie, exclusive of your annual Remittance, without draining the Provinces; and we are pleased to find by your Letter of the 31st

31st December 1785, that you have been so far successful as to engage for the Payment at Canton in Dollars, for the Value of Opium delivered to the Amount of 8½ Lacks of Current Rupees.

(Signed at the End of the Letter)

“ George Tatem,	John Michie,
John Travers,	John Motteux,
Abram Roberts,	Jn ^o Woodhouse,
W ^m . Elphinstone,	John Hunter,
Paul Le Mesurier,	Jn. Townson,
Tho ^r Cheap,	George Cuming,
Jacob Bosanquet,	Hugh Inglis,
Charles Mills,	Tho ^r Parry,
John Roberts.”	

Read, the following Extract of a Revenue Letter from the Governor General and Council at Bengal, to the Court of Directors, dated 10th August 1789, beginning at Paragraph 40 of the same Letter.

Rev. Dept.
Opium.

“ Honble. Sirs,

“ Par. 40. The Contract concluded with Messrs. Young and Heatly, for the Provision of the Opium in Bengal and Bahar, expiring on the 31st of this Month, we took early Steps for obtaining such Information as might enable us to adopt such Measures for the future Provision of that Article, as might prove equally advantageous to Government, and the Cultivation of the Poppy.

“ 41. With this View, so early as April 1788, we stated sundry Questions to the several Collectors, and also to the Resident at Benares, whose Replies, together with the Opinion of the Board of Revenue on the Subject, are recorded on the Proceedings referred to in the Margin.

“ 42. Before we proceeded to the Discussion of the Two Systems of Provision by Agency or Contract, we thought it necessary to consider a Third Question, viz. Whether it would be expedient to relinquish the Provision of the Opium altogether, and to throw open the Trade in that Article.

“ 43. Although we cannot, upon general Principles, but disapprove of all Monopolies, especially when in the Hands of Government, many Considerations induced us to reject the Abolition of the Monopoly in Question: Of these the following are the principal.

“ 1st. Were the Trade to be laid open, we are of Opinion, that the Quality of the Opium would soon be so much debased, as to destroy the Reputation of the Commodity in the Eastern Markets, and thereby lessen the Demand for it, which might ultimately affect the Cultivation of it in Bengal and Bahar, to the Detriment of the Revenues.

“ 2d. The Relinquishment of the Monopoly would occasion an immediate Defalcation in your Resources, equal to the Amount of the Profits now derived from it, nor could the Loss be made up by any other Means; but a very small Part of it could be recovered by imposing an Increase of Rent upon the Poppy Lands, without oppressing the Cultivators, who would, in consequence, relinquish the Cultivation altogether; and the late Arrangements made in the Customs, render the imposing any Duties on the Exportation of it less practicable than heretofore.

“ 3d. The Opium now serves as a Remittance to China, to answer the Bills drawn on Canton for the Provision of your Investment. Were the Trade to be laid open, it is probable that this Resource might, in some Measure, fail, and occasion the Exportation of large Sums in Silver from this Country, already too much drained of its circulating Specie.

“ 44. These Considerations may, in a Course of Time, have less Weight; but in the present State of your Affairs, they appeared to us of sufficient Importance to induce us to give up all Thoughts of relinquishing the Monopoly, more especially as we had little Doubt, but that by increasing the Price to be paid to the Cultivators, abolishing the Losses imposed upon them by former Contractors, and defining the Rights of the Ryotts, and limiting the Authority of the Contractor, the Cultivation of the Poppy would be rendered equally advantageous to the Ryotts, as any other Article of Produce.

“ 45. The next Question to be determined, regarding the Opium, was the Mode in which it should in future be provided, whether by Contract or by Agency. After duly considering the several Papers and Information before us, we determined in Favour of the Former; our Reasons for which are recorded on the Proceedings referred to in the Margin.

“ 46. You will observe also, that we have extended the Principle to the Zemindary of Benares, the Opium in which, for the Year 1787-8 and the Current Year 1788-9, has been provided with much Success, under the immediate Superintendence of the Resident. From his Letter recorded on our Proceedings above referred to, you will perceive that the Cultivation of the Poppy has been greatly extended, in consequence of his good Management. Could we always be certain of the Services of a Person possessing equal Zeal and Ability with Mr. Duncan, we might possibly

have

have preferred the Mode of Provision hitherto observed in Benares; but as this cannot be expected, we, upon the Whole, thought it preferable to provide it by Contract, taking Advantage of Mr. Duncan's Presence upon the Spot, and his intimate Knowledge of the Business, to define and fix the Rights of the Ryots and the Contractor, and to adopt such Measures as might effectually prevent any future Encroachment or Deviation by either Party. (a)

(Signed at the End of the Letter)

" Fort William,
10th August 1789.

" Cornwallis,
Cha' Stuart,
J. Shore."

Read, from Book 714, the following Extract of a Letter from the Governor General and Council to the Court of Directors, dated 29th April 1785, beginning at Paragraph 1, of the same Letter.

" Honble. Sir, and Sirs,

" Since our Address to your Honble. Court of 25th March, in the Secret Department of Inspection and Retrenchments, a Copy of which is sent a Number in this Packet, our Attention has been principally engaged in endeavouring to form Arrangements for the permanent Support of your Trade and Credit at Canton, and to establish such a System on the solid Principles of Commerce as would ultimately relieve you from the heavy Burthen of your Bonded Debt, at your different Presidencies in India, retain the Current Specie in these Provinces, and secure to the Parent State lasting Advantages from the Trade of Asia.

" 2d. In considering the best Means of maintaining and improving your Trade with the Chinese, we have supposed that the Measures which were lately adopted in England for the Reduction of Duties upon Tea, will inevitably lead to the Increase of your Sales in that Branch of Commerce, and that you will of Course destine a greater Number of your Ships than usual to the Port of Canton; and it follows, as a natural Consequence, that your Credit in China will demand a more enlarged Support, nor is there any Quarter from which that Support can be had more obviously than from your Government of Bengal.

" 3. Your Supra Cargoes at Canton have only made to us a general Representation of their Wants. We understand from private Information, that the Native Merchants in that City are in Advance to them in no less a Sum than 290,000l. Sterling. It is therefore essential for your Interest that the Credit of the Company should be maintained completely in the Estimation of the Chinese Merchants. A further Exportation of Specie from these Provinces can on no Account be attempted, nor can any of your other Presidencies afford to send the Aid of Commercial Supplies to your Factory at Canton; and we have Reason to apprehend that private Remittances, which have hitherto furnished a very considerable Fund for the Support of your China Trade, have of late been very insufficient for that Purpose.

" 4th. Having taken all the Circumstances into our particular Consideration, and being sincerely anxious to enable you to realize your Expectations from your Commerce with China, and with a view to preventing heavy Drafts upon your Treasury in Europe, we have issued a Publication, and circulated it through all your Settlements, offering the Opium of November next for Cash paid into your Treasury at Canton, to supply the Cargoes for your China Ships of the approaching Season.

" 5th. How far this Proposal, and the Encouragement which it holds out, will be productive of the Relief intended by them, we cannot yet venture to pronounce; but we are determined, in case you shall approve the Measure, to apply the Proceeds of the Opium Manufacture, in future, to the exclusive Benefit of your China Trade.

" 6th. We have the Honour to enclose a Copy of a Minute, which your Governor General has delivered on this Subject, with Copies of the Plans inclosed in it, and to recommend them to your particular Attention. Our Opinions on them will attend you with the next Dispatch.

" 7th. The next Object that has claimed our Attention, and been already mentioned in the First Part of this Address, is the Establishment of such a System on the solid Principles of Commerce, as would ultimately relieve you from the heavy Burthen of your bonded Debts at your different Presidencies in India, retain the Current Specie in these Provinces, and secure to the Parent State lasting Advantages from the Trade of Asia.

" 8th. We are clearly of Opinion, that by funding all these bonded Debts, if the Bond Holders will agree to this Measure, and by applying the Amount of the Interest, with a Part of the Principal annually, for the Purchase of an Investment of Goods properly selected, and provided at the cheapest Rates, the whole Debt may be gradually liquidated in Europe on a reduced Interest, and with infinite and equal Advantage to Great Britain and this Country.

" 9th. You will find this important Subject fully discussed in a Second Minute, which is enclosed from your Governor General, and which we shall take into our early Consideration.

" 10th. On Plans of such Importance, it is necessary to proceed with Caution, to collect the best commercial Information, and to weigh the Disadvantages, together with the proposed Advantages of the several Parts. The Principle of each Plan is evidently good, yet the Obstructions which will of Course arise in carrying them into Execution, are but too manifest, but the best

Prospect for overcoming those Obstructions, is presented by the absolute political Necessity that presses for the Adoption of decided Measures, to connect the Maintenance of your Credit, with the Extension and Improvement of your Commerce.

" 11th. In regard to the Opium Plan, the Objections that will naturally be made to it as a Plan of Monopoly, are Objections which can never be obviated, while any considerable Revenue is desired to be derived from it. The Opium, like the Salt, must be manufactured in these Provinces on a Footing of a Monopoly, or the Revenue must fail. It will be observed that the Sale of the Opium might be exempted from the unfavourable Checks of a Monopoly System, and left open for every Bidder at the Calcutta Market. Had we possessed a Port to the Eastward, to which Opium, sold by public Sale to the Bengal Merchants, might be carried, and securely disposed of, to the trading Inhabitants of the Eastern Islands, it would certainly be more consonant to the Advantages of an open Trade, than the Opium, if even, manufactured by Contract, should be sold to the highest Bidder at Calcutta, but the Want of some safe and certain Establishment to the Eastward, as an Emporium to the Merchants of the Place, exposes every private Adventurer in the Article of Opium, to the greatest Risques, and renders it necessary to concentrate a general Interest, to give as much Security as possible to the Success of our Opium Sales in the Eastern Seas.

" 12th. The Risque to which private Adventurers in Opium are so much exposed, oblige them to export, secretly, a considerable Quantity of Specie, together with their Opium, to make good, at all Events, their Engagements to pay Money in China.—This is an Evil which we wish to obviate, in every Degree—Indeed we consider the further Exportation of Specie from these Provinces, as public Credit now stands, in so alarming a Point of View, that we imagine it would be more for your Interest to transfer the Opium intirely to the Dutch, on the Condition of paying its Value, in Money, into your Treasury at Canton, than to have it on its present uncertain Footing.

" 13th. We shall endeavor to concert Measures with the Governor General and Council of Batavia, for the Security of the Opium Trade—In considering this Subject, we are induced to express our Wish, that it were possible to exchange Negapatnam for the Fort of Malacca. A secure Establishment, in so favorable a Position, would give a real Vigour to our Eastern Trade, and throw within the Command of Bengal, a regular Supply to your Treasury at Canton, with every Advantage to this Government, while it would procure to the Company a permanent Superiority, in Europe, in the China Commerce.

" 14th. The Exchange of Negapatnam for the Fort of Malacca can be effected only by Negotiation, and by the Authority of his Majesty's Ministers. The Object is important, and we earnestly recommend it to your serious and immediate Consideration. We think it necessary at the same time to hint, that if the Exchange be not effected speedily, and before the States General are fully informed of the Consequences it might have relative to their Eastern Trade, Difficulties would probably encrease to prevent their according to the Measure: They consider Negapatnam of much greater Importance to them than Malacca; but their Possession of Negapatnam could be of little Detriment to our Interests upon the Coast, and the Fort and Town of Malacca would be a most important Acquisition to Bengal.

" In regard to the Second Plan, that relative to your Bonded Debts in India, it may be justly considered as intimately connected with the Plan for supporting the Trade with China. It will give new Life to the valuable Part of your Commerce from the Coasts of Coromandel and Orissa, it will furnish Supplies for the Mocha, Surat, and Malabar Returns, and secure some valuable Cargoes from the Coast of Sumatra. But the whole Success of it depends upon the Integrity and judicious Selection with which the Goods for the increased Investment and a proper Attention to the Employment and Destination of your Charter Party Ships, for receiving Goods in India, and transporting them to England in proper Seasons.

" In 1781-2, when this Government found it necessary to draw Bills upon the Company, to purchase what has been called the Subscription Investment; the evident Necessity which appeared for making the Produce of that Investment in England equal, amidst all the Risques of War, to the full Amount of the Bills drawn, produced that Reduction in the prime Costs of the Goods of that Investment which has so justly merited your Approbation, may be deemed a most valuable Saving to the Company; a similar Necessity will produce similar and improved Effects, and we trust that such precautionary Measures may be adopted for lowering the Prime Cost, and improving the Quality of an increased Bonded Debt Investment (to describe it by a particular Name) as will answer the most sanguine Expectations than can be founded upon the Plan.

" It will naturally occur to you, that almost all your your Servants, and every British Subject connected with the Company, have a general Interest in the Success of this Undertaking, and ought to be watchful of every Step leading to that Success. We shall say no more upon the Subject at present, but submit the Whole to your Discussion and Determination; we doubt not but his Majesty's Ministers will pay every liberal Attention to Propositions which, on the clearest Grounds of Public and Commercial Advantages, open so favourable a Prospect to the State at large, and to the local Prosperity of these Settlements.

" Fort William,
Secret Department of Inspections,
29th April 1785.

(Signed)

" John Macpherson,
John Stables,
Chas' Stuart."

The Counsel for the Defendant informed the House, that it having been stated that this Contract was made in Time of War, they should next shew, that it never had been deemed advisable, even in a State of Tranquillity, to confine it to a single Year: That Eight Years had elapsed since the Expiration of Mr. Sullivan's Contract, which had been divided into Two Contracts, of Four Years each.

For which Purpose they would first refer to the before mentioned Minute of Mr. Macpherson, on the Consultation of 11th July 1785, given in Evidence this Day; (a) and,

Read, from Book, intituled, 'Bengal Letters received, 10th August 1789, to 16th April 1790,' (No Number), the following Extract of a Letter from Lord Cornwallis to the Court of Directors, dated August 2d 1789, beginning at Paragraph 23 of the same Letter.

"Honble. Sirs,

"Par. 23. As the Opium Contract terminated this Season, Proposals for a new Contract for the Term of Four Years, as before, have been called for by public Advertisement: (b)

"Fort William, August 2, 1789.

(Signed)

"Cornwallis."

To shew that the Assignment of Mr. Sullivan's Contract to Messrs. Benn and Young was made without the Privity of the Defendant, and that he had no Concern in it; the Counsel stated, that they should refer to the Evidence given on the Part of the Prosecution, namely, Mr. Benn's Evidence in the printed Minutes, Page 1317, 1318, and to that of Mr. Young, in the printed Evidence, Page 1325.

The Counsel for the Defendant further stated, that the next Allegation in the Charge respected a supposed smuggling Adventure to China, and also to a Loan of Money in the latter End of the Year 1781, and charged to be 'in Order to favour certain Individuals;' a List of whom inclosed in a Letter from Mr. Hastings, from Banares, dated 22d October 1781, having been given in Evidence by the Managers for the Commons in Page 1330 of the Printed Minutes, they should shew that the Loan was publicly advertised for in the Month of July preceding, and that it was general for all the Servants of the Company, Civil and Military, who were willing to partake of the Remittance; for which Purpose they should rely upon the Consultation of the 30th July 1781, already given in Evidence in the printed Minutes, Pages 1330 and 1331, in Addition to which they should read the Rest of that Consultation which applied as well to the Adventure as to the Loan.

Read, from Book 427, the following Extract of a Consultation of the 30th July 1781.

"Fort William, the 30th July 1781.

"At a Council; Present,
Edward Wheler Esquire.

Pub. Dept.

The Honble. Governor General absent on a Visit to the Northern Provinces.

Lieut. General Sir Eyre Coote, absent on Service at Fort St. George.

"Read, the following Letter from Mr. Cudbert Thornhill.

"Honble. Sir, and Sirs,

"Understanding that it is your Intention to export the Honble. Company's Opium now on Hand, I humbly beg Leave to submit to your Consideration a Plan of a Voyage to the Eastward, and China; and should it meet with your Approbation, I beg Leave to make a Tender of my Ship the Betsey (sent to Bombay for the Purpose of being sheathed with Copper, and expected here next Month) to carry the Opium, and to recommend the present Commander of that Ship, Captain Geddes, as a proper Person to be entrusted with the Navigation of the Ship, and the Sale of the Opium. I engage that the Betsey shall carry 22 Guns 6 Pounders, and 100 Men, 20 Europeans, if to be had, besides the Officers, and 80 Lascars. I take the Liberty to propose to your Honble. Board, that the Ship should first go to Rio, and dispose of 700 Chests of Opium, taking in the Quantity of Tin, Pepper, and Dollars, specified in the Plan now submitted; and should she not be able to dispose of that Number of Chests at Rio, or not be able to complete her Cargo of Tin, Pepper, and Dollars, to proceed to Tringany, where she will, no doubt, be

Cudbert
Thornhill,
dated 28th
July.

(a) Vide supra, Page 2236.

(b) Vide Appendix, N° CCCLXXXVIII.

able to effect the Whole; which done, to proceed to China with remaining 700 Chests, and her Cargo of Tin, Pepper, and Dollars, all of which to be disposed of at Canton, and the net Proceeds of the 1490 Chests to be paid into the Hands of the Supercargoes of the Honble. Company at that Place.—Should your Honble. Board be pleased to approve of the General Outlines of the Plan, and to order the 1490 Chests of Opium to be delivered to me at the proper Time, I will, if it should meet with your Approbation, ship them in all next Month on Board the Betsey, draw up the necessary Instructions for the Captain to be submitted to your Consideration, and in general to take upon me, under your Orders, the Management of the Detail of the Voyage, and, upon the Receipt of the Opium, execute whatever Papers may be necessary for the due Execution of the Trust reposed in me.

“ If your Honble. Board should wish to adopt the same Plan of Exportation for 1500 Chests of the Opium which is expected in December next, I beg Leave to offer you my Services to take Charge of it myself, and go with it on any Ship that may be found fit for the Purpose, in the Month of January next, on the same Voyage as proposed for the Betsey: By following her at the Ports she may touch at, I shall be able to finish whatever may be left unsettled of her Cargo, and by proceeding to China after her, I shall be able to settle every Account respecting both Ships, see that the whole Proceeds of both Cargoes have been duly paid into the Hands of the Supercargoes, and, in short, settle every Part of the Voyage to Canton in a Manner that I hope will give Satisfaction to your Honble. Board.

“ Calcutta,
28th July 1781.

“ I am, &c.

(Signed)

“ Cudbert Thornhill.”

“ Ordered, That the Enclosure in the above Letter be entered after the Consultation.

“ Mr. Wheler.—The above Letter and Plan offer Two Points to the Consideration of the Board; viz’.

“ The Disposal of the Company’s Opium, and the Means of remitting a considerable Sum to the Supercargo in China. With respect to the First, there is little Prospect of selling the Opium here at a reasonable Price: the Endeavours of the Board to dispose of it even so low as at 400 Rupees have been in vain; no Purchasers have offered, and there is little Prospect of any offering. Opium is purchased by Individuals for the Purpose of exporting it to Batavia, the Eastern Islands, and China. The War which has lately broke out with the Dutch puts a Stop to the Exportation to Batavia, and the Voyages which are undertaken in small Vessels with Opium to the Eastern Islands, are become, from the same Circumstance, so very dangerous, that few or no Individuals will engage in them.

“ These Two Channels of Export being stopped, it is but natural to suppose that the Price of Opium will fall, from the Demand being lessened.

As to the Second Point which Mr. Thornhill’s Plan offers to the Consideration of the Board, the Supply for China, it appears to be a very advantageous one. The usual Supply has been by a Remittance of Bullion to China. The great Aids that this Government has afforded to the other Presidencies have already been a very considerable Drain to this Country of its ready Money; it therefore becomes an Object of the first Consequence with the Board to put a Stop, as far as they are able, to a Method of Supply so ruinous to these Provinces. It is evident that it is much easier for this Country to export its own Manufactures than its Specie, and when practicable, it should always be done when Supplies are to be sent to the other Presidencies. Upon the Whole, it appears that Mr. Thornhill’s Plan furnishes the only Means that can be thought of for disposing of the Company’s Opium to Advantage, and of sending a Supply to China that will be less felt by this Country than the usual Remittance in Bullion. With respect to the Exportation of a Second Quantity of Opium in January next, the Board do not think it necessary to determine therefore for the present.

“ Resolved, That Mr. Thornhill’s Proposals for the Exportation of 1490 Chests of Opium, in the Betsey, be accepted, and that the Management of the Detail of the Voyage be left to him; but that he submit to the Board the Letter of Instructions for the Captain, and that he do not give any Directions respecting the Voyage or Disposals of the Opium, without first submitting them to the Board for their Approbation.

“ Ordered, That the necessary Papers be prepared for Mr. Thornhill to execute; that the Committee of Revenue be directed to deliver the 1490 Chests of Opium to him when the Ship shall be ready to take them in; and when shipped, that Mr. Thornhill do deliver the Bills of Lading to the Secretary.

☞ [“ Ordered, That the Treasury be opened for the Receipt of C^{rs} 10,00,000, to be taken up on the above Remittance to China, and on the Terms mentioned in the following Advertisement. ☛

“ Advertisement, 30th July 1781.

Advertise-
ment relative
to the Remit-
tance to Chi-
na.

“ The Honourable the Governor General and Council having resolved to export the Opium now in their Warehouses to China, to serve in lieu of the usual Remittance in Bullion, they hereby give
publis

public Notice, that they will open their Treasury for the Receipt of Current Rupees 10,00,000; from the Civil and Military Servants of the Company, the Representatives of those relieved from the Service and gone to Europe, or the Administrations to the Estates of deceased Persons. Certificates will be granted by the Honourable the Governor General and Council, which will entitle those who pay in Money to exchange them for Bills to be drawn by the Supra Cargoes at Canton, for the Proceeds of the above Opium, on the Court of Directors in Leadenhall Street, at the Rate of Sicca Rupees 214 and 4 Pice $\frac{3}{4}$ 100 Spanish Dollars, and the Dollar to be rated at whatever may be the Exchange fixed by the Supra Cargoes for the Season in which the Bills shall be drawn. Subscriptions will be received at the Secretary's Office from all Servants of the Company, Civil or Military, who are willing to partake of this Remittance, provided they be delivered in before the 25th of next Month; a Distribution will then be made of the Remittance; the Shares to be regulated by the Rank which the Subscribers hold in the Service; which Distribution will be lodged at the Treasury, and the Amount allotted to each Subscriber to be paid into the Treasury on or before the 10th of September, after which the Treasury will be closed.

" The Risk of the Voyage to be on Account of the Company, and should any Accident happen to prevent the safe Arrival of the Ship on which the Opium is to be laden in China, the Money subscribed will be repaid at the Treasury in Fort William, with an Interest of 8 $\frac{3}{4}$ Cent.; or should the Ship not carry Funds to China equal to the Amount subscribed, the Supra Cargoes will curtail from the Drafts allotted to each Subscriber on the Court of Directors a Sum equal to the General Deficiency on the whole Remittance; and whatever Sum may be so curtailed will be repaid at the Treasury in Calcutta, with an Interest of 8 $\frac{3}{4}$ Cent. a Voucher being produced from the Supra Cargoes that such Deductions were made.

" Ordered, That the above Advertisement be immediately published, and a Copy sent to the Sub-treasurer, with Directions to receive the Amount subscribed, whenever the different Shares shall be determined agreeable to the Terms inserted therein.] (a)

(Signed at the End of the Consultation)

Edw^d. Wheler."

(a) Vide supra, Page 1331;—and Appendix, N^o CLXXXIX.

D^r

Plan of a Voyage to the Eastward and China.

C^r

To the Amount of an Invoice of 1,490 Chefts of Opium Patna, at A. R. ₹ Cheft, is — A. R. 5,96,000 Batta 8 ₹ Cent — 47,680		6,43,680 0 0
To the Amount Freight on the above 1,490 Chefts, at S ^r R ^r 50 ₹ Cheft, is — Sicca R ^r 74,500 Batta 16 ₹ Cent. — 11,920		86,420 0 0
To the Amount of the following Articles to be provided at the Eastern Ports for China; viz. Tin, Peculs 5,000, at Spa. Dollars 14½ ₹ Pecul, is — 72,500 Pepper 2,000, at D ^r 14 — 28,000		
Exchange, at 41 Spanish Dollars ₹ 100 C ^r R ^r is — 100,500 To Captain and Officers Privilege — —		2,45,121 15 3 6,480 0 0
To Profit and Loss — —		9,81,701 15 3 3,12,551 10 6
Current Rupees —		12,94,253 9 9
By the Amount Sales of 700 Chefts Opium Patna, at the Eastern Ports, at 300 Spanish Dollars ₹ Cheft, is Sp. D. 210,000 Deduct Commission and Port Charges, at 10 ₹ Cent. 21,000		189,000
Exchange, at 41 Sp. Dollars ₹ 100 C ^r R ^r is —		4,60,975 9 9
By the Amount Sales at Canton of the following Articles; viz. Opium Patna 790 Chefts, at Sp. Dollars 300 per Cheft, is Sp. Dollars 237,000; Exchange, at 72 Tales ₹ 100 Dol- lars, is — Tales 170,640 Tin, Peculs 5,000, at Tales 13 5 ₹ Pecul, is 67,500 Pepper, D ^r 2,000, at 12 5 D ^r — 25,000		
Deduct Charges Merchandize. Port Charges, — — 4,000 Commission, at 5 ₹ Cent. — 13,157		263,140 17,157
Exchange, at 7 Tales ₹ 100 Dollars, is Sp. Dollars 341,643; Exchange, at 41 Sp. Dollars ₹ 100 C ^r R ^r , is —		245,983
Current Rupees —		8,33,278 0 0 12,94,253 9 9

(2246)

To shew, that the above mentioned List of Subscribers was in consequence of the public Advertisement 30th of July 1781, and sent down in consequence of there being a considerable Balance of the Fund subscribed for unpaid, in order to make up the Deficiency, the Counsel stated that they should rely upon the Consultation of the 5th November 1781, in the printed Minutes of Evidence, Page 1332.

They should next shew, that after those Names had been received upon the 5th of November 1781, there was a Necessity for a fresh Advertisement for a fresh Loan for 10 Lacks of Rupees more, which Advertisement invited all Persons to subscribe to the same, and for this Purpose they would rely upon the Consultation of the 22d of November 1781, in the printed Minutes of Evidence, Page 1331.

The Counsel for the Defendant stated, that in Answer to the Allegation of the Charge, that the above Loan was for the Purpose of advancing Money to the Contractor, no Evidence having been given on the Part of the Prosecution, in Proof of the same, they should rely upon the Evidence adduced this Day, to shew that the Treasury was at that Time, which was a Period of Distress, open to receive a Loan for the general Exigency of the State.

The Counsel for the Defendant then stated, that as to the next Article of the Charge, viz. the Adventure to China and the Eastern Islands, the same took Place in the latter End of the Year 1781, in the Absence of Mr. Hastings, and was executed by Two Ships, the Nonsuch and the Betsey; as to which they should first proceed to shew, that the Loss charged by the Article arose upon that Part of the Adventure in which the Betsey was concerned, and was owing to the accidental Capture of her by the Dutch; that otherwise the Company would have reaped considerable Advantage from it; for which Purpose they should refer to that Part of a Letter from the Supra Cargoes of Canton, dated 28th December 1782, which had been given in Evidence by the Managers for the Commons, in the printed Minutes, Page 1333.

To shew, the Account given by the Captain of the Betsey of the Capture, of the Sale he had made antecedent to it, and the favourable Prospect he had if that Accident had not taken Place,

Read, from Book 223, the following Extract of a Consultation, beginning at Page 336 of the same Book.

" Fort William, 3d March 1783.

Public Dept.

" At a Council; Present,

The Honourable Warren Hastings, Governor General, President;
Lieut. General Sir Eyre Coote,
Edward Wheler,
John Macpherson,
John Stables.

" The Governor General lays before the Board the following Papers which he has received from Captain Thornhill, who is just returned from China, concerning the Capture of the Betsey, with her Cargoe of Opium, at Rhio.

" Sir,

" In my last by the St Cruz, I acquainted you that we had got the Ship Betsey into the River Rhio, where I imagined she was very safe from any Attempts of an Enemy, this being a neutral Port; but I am truly sorry to acquaint you now, that it has proved otherwise, owing entirely to the treacherous Behaviour of the Mallays towards us.

Enclosed from
Cap^t. Thornhill, dated

• Sic in Orig.

" On the Morning of the 1st of March, Four Vessels made their Appearance in the Offing, and came into the Roads the same Day. They proved to be a Dutch Ship of Forty Guns, a French Ship of Eighteen Guns, and a Dutch Snow and Sloop armed Vessels of Ten Guns each. On the Morning of the Second I found the French Ship was warping into the River; I immediately moved the Betsey further up close to the Mallay Fort, where they hove a Boom across the River, and sent to the King repeatedly for Leave to pass and carry the Ship up to the Town; but he put us off from Time to Time with evasive Answers, and at last told us positively we could not pass. This was what I never knew refused to an English Ship before: I had also proposed to Rajor Ally, the Person who bought the Three Hundred Chests, to land a Quantity of the Opium into his Godowns, to lighten the Ship, in order to carry her up the River with more Ease. This he had consented to, and promised to send his Prows for it in the Night; but this the King thought * for proper likewise to prevent. By this Time, being the Afternoon of the Second, the French Ship had got into the River, and almost within Gun Shot of us; and finding that the

• Sic in Orig.

Snow

Snow and Sloop also were coming in, I went ashore myself to the King, who was at his Fort, and acquainted him of this Circumstance; at the same Time told him, that as he would not let us pass the Boom, I intended to go along Side of the French Ship, and engage her (this we could easily have done, being then just high Water), that I thought we could not expect to do * from all the Three. His Answer was, that I must by no Means do so, for if I did, he would look upon me as the Aggressor in his Port, and turn his Guns upon me accordingly, and at the same Time assured me he would do the same by the French and the Dutch, should they fire first. This, indeed, both him and many of the principal People of the Place had told me before, and that they would by no Means suffer the Ship to be taken in their Port. All this I thought appeared very reasonable, had they only been as good as their Words. They had by this Time got all the Guns in the Fort loaded and ready, and not less than Fifteen hundred armed Men in it, besides about Fifteen Prows with Two great Guns each. All these Preparations and Assurances led me to believe that they were in earnest. I had then no Remedy but to moor the Ship to the best Advantage where she was (which I did across the River, within a Stones Throw of their Fort) and trust to their promised Assistance, which I think they had in their Power to give us very effectually.

* Sic in Orig.

" In this Situation, we continued until the Morning of the Fourth, by which Time, the Ship, Snow and Sloop were moored in a Line a-breast of us within Gun-shot, (I mean their Gun-shot, the French Ships being Nine and Twelve Pounders, and the Snow and Sloop was supplied with Two Eighteen Pounders each and Men also from the Dutch Ship, which continued in the Roads). They being thus prepared, the French Ship began to fire, which we immediately returned, and continued Four or Five Broadsides, but finding that none of our Shot reached them, being mostly Four Pounders, whilst their's either struck our Ship or went over her, (though they luckily did not kill any of our People); and finding that the Mallays did not offer to fire a Gun or give us the least Assistance as they had promised, I ordered our Firing to cease, it being of no Use at the Distance they had chose to engage us, and called the Officers, &c. upon Deck and asked their Opinion, which coincided with my own, and was, that we had it not in our Power to injure the Enemy. The Ship was moored with Four Anchors down, and could not be moved in the Face of their Fire; indeed, had there been no Enemy, it would have been difficult, it being then low Water and the River so narrow that Two of our Anchors were high and dry in the Mud, One on each Side the River. We thought it therefore expedient to strike our Colours to save the Lives of the People, many of which must have been lost had we perished, * without a Probability of the Loss of a Man on their Side, and it was evident that we must give up the Ship at last to so superior a Force; and it would be but a poor Consolation, after throwing away the Lives of a Number of People to no purpose, to have had the Vanity to say we fought them so long. In short, to have held out longer at such a Disadvantage, I presume, by the thinking Part of Mankind, to have been next to Madness. The Behaviour of the Officers, Europeans, and People in general was such, that I have great Reason to believe, (had there been a Prospect, even a very distant one, of Success,) would have done their Duty to the very last before they would have given her up. All these Circumstances considered, the superior Force against us, and the perfidious Behaviour of the Mallays towards us, &c. will, I hope, induce my Honourable Employers and yourself not to censure my Conduct for giving up the Ship; and you may rest assured, it would not have been the Case had there been a Probability of saving her; and, if I may presume to give my Opinion, with due Submission to their and your superior Judgment, I think the Honourable Company may with the greatest Propriety demand Restitution of the Port of Rhio for all the Damages sustained by the Loss of the Ship Betley and Cargo, for they undoubtedly had it in their Power to have saved her from the following Circumstances, which we have learnt since the Capture. In the first place, had we been permitted to pass the Boom, they would not have attempted to follow us nor attack us even where we were, or come into the River at all, had the King only said he did not choose they should. We find there was a Conference carried on between them from the Time of their first Arrival, and that there was a Promise made to the King of a certain Share of the Prize for his Neutrality, if not Assistance. I have likewise procured a Copy of the Letter sent to the King, signed by the French and Dutch Captains after the taking the Ship, wherein they return him Thanks in the Name of the Dutch Company for his giving them Permission to take the Ship in his Port, assuring him that they would not have attempted to do it without; and that the Dutch Company will reward him accordingly; also One of my Officers who went on board the French Ship to endeavour to procure us some of our Linen, &c. in discoursing with the Second Mate of her, asked him their Reason for being so long in the River before they attacked us, his Answer was, that the King had not given them Leave before, and that he had then sent to acquaint them that he was now ready, and that the English Ship could not now escape, so that they might attack her. From this I really believe all his Preparation was to assist them (not us) had we been likely to extricate ourselves.

* Sic in Orig.

" Having sold Three Hundred Chests of the Honourable Company's Ophium to the Mallays here, which is not yet paid for, I thought it expedient after giving up the Ship, to leave her with as many of the People as our Boats would carry, and trust ourselves in the Hands of the Mallays at the Risque of our Lives, in order to save the Honourable Company's Property which was still in their Hands; and should no English Ship arrive in Time, I propose endeavouring

either to sell the Produce to, or freight it on some of the Portuguese Ships to China; at any Rate I shall endeavour to get it out of their Hands as soon as possible in the best Manner I can.

" I do assure you that this Misfortune has given me infinite Concern; for I had the Prospect of making a very great Voyage for the Honourable Company, having sold and delivered Three hundred Chests at a very great Price, and agreed for Two hundred more; and I am certain would have sold not less than One thousand Chests at this Port alone, and have paid for the Whole in due Time for China this Season. It is needless for me to say more to you on this Subject until I have the Pleasure of seeing you, from what I have already said, you will readily conceive the Advantages that must have accrued to the Honourable Company had we succeeded, as we had Reason to expect.

" Rhio, March 15th 1782.

" I am Sir, &c.

(Signed)

" Robt Gaddes."

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson,
John Stables."

To shew, that the Court of Directors approved of that Part of the Adventure in which the Betsey was concerned,

Read, from Book 42, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 12th July 1782, beginning at Paragraph 55 of the same Letter.

" Our Governor General and Council at Fort William in Bengal.

" 55. We have your Advices before us respecting the Disposal of 1460 Chests of Opium on the Company's Account, at Rhio and other Places in the Streights of Malacca; the Net Produce of which was to be paid into the Hands of our Super Cargoes at Canton, and we do not see any Objection to the Scheme. (a)

(Signed at the End)

" London,
the 12th July 1782.

" R. Hall, Robert Gregory,
John Smith, Henry Fletcher,
John Roberts, John Harrison,
Step. Lushington, George Tatem,
Ben. Booth, Jacob Wilkinton,
W. Devaynes, Charles Boddam,
George Cuming, John Hunter,
Ja^s Moffatt, Joseph Sparkes,
Nathaniel Smith."

The Counsel for the Defendant stated, that as to the next Allegation of the Charge, viz. that it was a mere Pretence that there was little Demand for the Commodity; or, that no Purchasers had offered; or, that there was little Prospect of any offering;—and that the Defendant made no Attempt to sell it, although in Point of Fact there were Persons in Calcutta who had Authority to bid for the Whole, or the greatest Part of the Opium; they should, as to the latter Assertion, that there were Persons authorised to bid for the Whole of the Opium, rely upon there being no Evidence on the Part of the Prosecution in Support of it; and, in Answer to the rest, refer to the Minute of Mr. Wheler, entered upon the Consultation of the 30th July 1781, (b) already given in Evidence this Day for another Purpose; and then read an Extract of a Letter from the Board at Bengal, dated the 5th of April 1783, to the Court of Directors.

Read, from Book 20, the following Extract of a Letter from the Governor General and Council at Bengal to the Court of Directors, dated 5th April 1783, beginning at Paragraph 15, 16, 18, 99, and 100.

" Honble. Sirs,

" Par. 15. Captain Thornhill, who proceeded from hence into the Streights of Malacca to assist in completing the Sale of the Opium which had been laden on the Betsey, and to superintend the Remittance of its Produce to China, being now returned, has delivered us a Letter, addressed to him by Captain Geddes, who commanded the Betsey, giving a full Account of her Capture in the River of Rhio; which appears to have been contrived and executed by the Connivance of the

Pub. Dept.

(a) Vide Appendix, N^o CCCXC.

(b) Vide supra, Page 2244.

Then read, from Book 715, the following Extract of a Consultation of the 27th June 1785.

“ Fort William, the 27th of June 1785.

“ At a Council; Present,

The Honble. John Macpherson Esquire, Governor General, &c. President;

John Stables Esquire,

The Honble. Charles Stuart.

“ The Governor General.—Next to the necessary Payment of our Troops at the different Presidencies, the Object in which the Company's Interest, and the Relief of their Distresses in Europe, are most concerned, is the Supply of the Funds in China, for loading the Homeward-bound Ships of the Season with Cargoes for the Sales in London; this great Object is forwarded in Two Ways, either by direct Remittances in Bills, Goods, or Bullion, to the Supracargoes at Canton, or by such Arrangements as will tend to give them an effectual Credit with the Native Merchants of China.

“ If it were possible to send even a few Lacks in Specie to Canton this Season, we ought to attempt such a Remittance at every Risque, for it would operate not only as a Supply, but as a Support of the Credit of the Supracargoes. (a)

(Signed at the End of the Consultation)

“ John Macpherson,
Jn^r Stables,
Cha^r Stuart.”

Read also; from Book 712, the following Extract of a Consultation of the 4th July 1785, beginning at Page 619 of the same Book.

“ Fort William, 4th July 1785.

“ At a Council; Present,

John Stables Esquire,

The Honourable Charles Stuart.

The Honble. the Governor General indisposed.

“ The Secretary having received the following Advertisement from the Honourable the Governor General, on Saturday Evening last, informs the Board that the same was published in the India Gazette this Morning.

A D V E R T I S E M E N T.

“ The Honourable the Governor General and Council, understanding that their Advertisement of the 11th April last, for receiving sealed Proposals for paying Money into the Company's Treasury at Canton for Opium, to be delivered here in the Course of the present Season, has met with Success at the other Presidencies, but that the Advantages of the Offer from Government have not been fully attended to here; Notice is therefore now repeated, that the Honourable the Governor General and Council are willing to receive fresh Proposals on or before Wednesday the 6th instant, for paying Money into the Company's Treasury at Canton, in the Course of the present Season, the Amount to be repaid by Bills drawn on this Government by the Supercargoes at Canton, or from the First Company's Patna Opium of this Season, which shall arrive at the Presidency, and it is left in the Option of those who send Proposals to prefer either of the above Modes.

“ The Payments at Canton to be made in Spanish Dollars, and the Proposers to specify the Exchange in Current Rupees, at which they will receive the Supercargoes Bills, or the Rate per Chest in Spanish Dollars, at which they propose to receive the Opium.

“ The Persons delivering in Proposals are desired to mention the Names of their Securities for the due Performance of their Engagements, and to write on the Outside Cover, Proposals for paying Money at Canton.

By Order of the Honble. the Governor General and Council,

“ Fort William,

21 July 1785.

(Signed)

W. Bruere,

Secretary.

“ The Board apprehending that the Period specified for the Receipt of Proposals is too short, are pleased to extend it to Monday Morning next the 11th instant.

(Signed)

W. Bruere,

Secretary.

“ The Board apprehending that the Period for delivering in the Proposals required may be too short,

“ Resolved, That it be extended to Monday the 11th instant, and immediately notified to the Public in Hand Bills.

“ Ordered, That it be advertised in the Calcutta Gazette on Thursday next.

“ (Signed at the End of the Consultation)

John Stables,
Charles Stuart.”

To shew the Circumstances which prevented a more beneficial Sale of the Opium, and the Representations of the Supracargoes at China upon that Subject, and that notwithstanding those Circumstances, there was still no Loss, but a Gain, upon this Part of the Adventure,

The Counsel stated, they should refer to a Letter of the Supracargoes upon the Subject, dated 28th of December 1782, in the printed Minutes of Evidence, Page 1332, and particularly to Paragraph 49, in Page 1334.

To shew what was the Result of the Adventure of the above Two Vessels, the Counsel for the Defendant desired Mr. Wright might be called in.

MR. WRIGHT was accordingly again called in, and examined as follows :

Q. How much Money was paid into the Company's Treasury at Canton in consequence of the Adventure to China and to the Eastern Islands in 1781, on Account of the Opium sent from Calcutta?

A. The Sum paid into the Canton Treasury, on Account of the Opium by the Two Vessels, was 368,883 Dollars.

Q. State the Amount of that Sum in Pounds sterling, reckoning the Dollars at 5s. 6d. which the Supercargoes have stated to be the Exchange?

A. 101,443 l.

Q. That is the total Produce of the Two Ships?

A. Yes.

Q. Captain Geddes having stated in the Letter given in Evidence, that he had sold 100 Chests at 350 Dollars per Chest, 200 at 350, and that he could have sold Seven hundred more; what would the Amount of the 700 more have been, supposing them sold at the lowest Sum that he had actually sold any for, or agreed to sell any for, namely, 350 per Chest?

A. 354,000 Dollars.

Q. If the Remainder of the Betsey's Cargo had been sold at the Price which the Cargo of the Nonfuch sold for, namely, at 210 Dollars, what would the Amount have been in Dollars?

A. 97,860 Dollars.

Q. Reduce that into Pounds sterling at the same Rate of 5s. 6d. a Dollar.

A. The Two last Sums would be 124,261 l.

Q. That is the Result of the 1466 Chests of the Betsey?

A. That is the Result of the 1466 Chests.

Q. How much does this exceed that which was received at Canton on Account of the Opium by the Betsey?

A. 107,871 l.

Q. Had the Sales been so made, what would have been the total Receipts paid into the Canton Treasury of the Opium sent in both the Ships, the Nonfuch and the Betsey?

A. 209,314 l.

Q. Having been examined on the Part of the Prosecution, to prove that the total Charges upon these Ships amounted to 115,434 l. what would have been the Profit, admitting that to be the total Amount of the Charges incurred, upon the Data stated?

A. 93,880 l.

Q. What was the Gain or Loss by the Adventure of the Nonfuch considered alone, after deducting the Prime Cost and Charges?

A. The Gain was 19,000 l.

Q. Do you find, from the Accounts of the East India Company, that any pecuniary Advantage was derived to the Company from the Monopoly of Opium prior to the Government of Mr. Hastings?

A. Except the Duties, it does not appear upon the Books of Account received from thence that any Advantage was derived from Opium before the Year 1773.

Q. What is the total Amount of the Gain derived to the Company from this Monopoly since Mr. Hastings proposed, and the Board at his Instance resolved, to transfer the Management of it from the Patna Council to the East India Company, down to the present Time?

A. From 1773-4 to 1790-1, which is the latest Period to which the Accounts are received, it is 1,277,000 l.

Q. Does any Part of the Adventure spoken of respecting the Nonfuch and Betsey, apply at all to any of the Opium delivered by Mr. Sullivan, or under his Contract?

A. None at all.

Q. What was the total Amount of the Profit or Loss to the Company upon the Opium during the Four Years of Mr. Sullivan's Contract, from the Year 1781 to 1785?

A. 211,000 l. Profit to the Company, reckoning the Current Rupee at Two Shillings?

Q. Does this Commodity still continue to be managed under a Monopoly?

A. It does.

Q. Do you find upon the Consultations any Instance of this Commodity being granted subsequent to the Year 1775, upon a Contract for a single Year—for One Year only?

A. I believe Mr. M'Kenzie had another Year given to his Original Contract for Three Years.

Q. Independant of that, is there any other Instance?

A. No other Instance.

Cross-examined by the Managers for the Commons.

Q. Have you in your Account of the Charges of Opium included the Value of the Interest of the Money borrowed to make Advances to the Contractors?

A. I don't recollect, except as to the Adventure of the Betsey; there was an Interest paid on the Certificates returned on that Account.

Q. Do you recollect that a Sum of Money was borrowed upon Interest, in order to make an Advance to the Contractor for the Supply of Opium?

A. I do not recollect the Circumstance.

Q. Do you not recollect 200,000 l. or thereabouts, was borrowed, Part of which was so applied?

A. I think the Sum of Ten Lacks was raised in Bengal upon each of the Adventures, for One of which Sums of Ten Lacks, Bills were drawn from Canton on the Court of Directors.

Q. Have you calculated, in the Charges upon the Opium, the Interest of the Money so borrowed, so far as it was advanced to the Contractors?

A. No, I have not.

Q. Have you calculated the 2 $\frac{1}{2}$ per Cent. Allowance made to the Contractors?

A. I have.

Q. Have you included in the Charges, the Allowance that was made to the Sales-Master on having the Sale of Opium taken out of his Hands?

A. I have. I presume it is meant on the Adventure to China.

Q. The Question means on the Adventure to China?

A. The Allowance made to the Vendue Master is included.

Q. Whether, in the hypothetical Profits of the Adventure, you have included the Insurance?

A. No Allowance of that Kind is made.

Q. Do you know that in Fact any such Insurance was made?

A. I do not know if it was, or not.

Q. Have you calculated in the Charges the Armament of these Vessels that was made at Madras?

A. No.

Q. Do you know what that Opium might have been sold for at Calcutta, free of those Charges and Risks?

A. I cannot state that from Recollection.

Q. Do you recollect what Reasons were given for taking the Sale out of the Hands of the old Salesmaster, so as to occasion his Demand of a Profit for the Loss of what he might have had upon the Sale?

A. I think the Ground of the Vendue Master's Application was in Consequence of the Opium being sent to the Eastward and to China: I speak only from Recollection.

Q. The Question is not what the Salesmaster's Reasons were, but what Reasons were given for taking it out of the Hands of the Vendue Master?

A. I do not recollect any other than the sending of it to China.

Q. Can you ascertain what Time this Opium was brought to the Advantage of the Company,—what Year?

A. In the Course of the Year 1782 or 1783; I think the Sales in Canton were made in the latter End of the Year 1782.

Q. Do

Q. Do you recollect what Time Mr. Hastings came to the Presidency of the Council at Madras?

A. No, I do not.

Q. Was it not about the Year 1772.—The Question means the Bengal Presidency?

A. In April 1772.

Q. Do you recollect, on looking over the East India Company's Accounts, any Reasons assigned why this was not brought to the Profit of the Company from 1772 to 1782?

A. The Profit I have been speaking of, is that on the Opium sent by the Nonfuch in 1781,—I imagine that is what is alluded to by the Question.

Q. Do you know at what Period it happened that this Business of Opium was brought to the Company's Advantage, and taken out of the Hands of the Council at Patna, for whose Advantage it had been before employed?

A. In the Year 1773-4.

Q. What was the Profit on that Year?

A. About 47,000l. but that Profit was taken in part upon some Chests of Opium sent to the new Settlement of Balambangan;—the Produce of it there I am not able to ascertain.

Q. Then, the Opium began to be profitable to the Company in that Year?

A. Yes, in the Year 1773-4.

Q. What was the Profit in the next Year?

A. 42,800l.

Q. In the Year 1775?

A. 13,767l.

Q. The next Year, 1776?

A. 21,000l.

Q. The next Year?

A. 1777-8, 18,000l. 1778-9, 34,000l. 1779-80, a Loss of 23,460l. owing to the Capture of the Ship.

Q. The Years after?

A. In 1780-1, it was 44,000l. 1781-2, 45,000l. all Profit.

Q. Whether Mr. Hastings was not President or Governor during the Whole of that Period of Time?

A. Certainly.

Q. What was the Profit the first Year of Mr. Sullivan's Contract?

A. The last Sum mentioned was 45,000l. in 1782-3, 62,000l. 1783-4, 59,695l. 1784-5, 44,405l.—that ended Mr. Sullivan's Contract.

Q. During the Period of Mr. Sullivan's Contract, is that a clear Profit over and above all the Charges that have just now been mentioned?

A. The prime Cost, and the Charges of every Kind, except Insurance and Interest of Money, which have been mentioned, are deducted from the Sales to produce the Profit I have stated.

Q. Then, at what Period of Time did Mr. Hastings's Government expire?

A. I think it was the latter End of January 1785.

Q. What was the Produce of the Profit of Opium to the Company, after the Expiration of Mr. Sullivan's Contract and of Mr. Hastings's Government, in each Year?

A. In 1785-6, 118,380l. in 1786-7, 132,670l. in 1787-8, 135,216l. 1788-9, 148,173l. 1789-90, 154,461l. 1790-91, the last Year, 159,100l.

Q. Have you calculated the Profits upon an equal Number of Years during the Time Mr. Hastings continued Governor, with that which has happened since Mr. Hastings ceased to be Governor?

A. I have made no such Calculation.

Q. Whether the Contracts subsequent to Mr. Sullivan's Time have had all of them the same Clauses as Mr. Sullivan's had?

A. I really don't recollect ever reading the Contracts.

Q. Whether, or no, Mr. Sullivan's Contract had ever been publicly advertised before it was given to Mr. Sullivan?

A. I think it appears upon the Proceedings it was not.

Witness re-examined by the Counsel.

Q. Whether any Opium from another Country has been brought under the Management of the Company in the latter Years you have spoken of, and added to what was before?

A. In the Year 1786, there was a certain Quantity contracted for from Banares; I believe about 500 Chests a Year.

Q. Did that form a Part of the Supply of the preceding Years?

A. Not that I know of; the Two Descriptions of Opium usually furnished before that Period were the Bahar and the Bengal.

Q. You have spoken of a Sum of 23,000*l.* lost in one of the Years, at how much do you calculate the Dollar in ascertaining that Loss?

A. This Calculation is made from the Bengal Accounts, in Current Rupees, without any Reference to that.

Q. (*by Managers*) What Time was it that the new Contract for the Banares Opium was made?

A. Some Time, I believe, in 1785 or 1786.

Q. Is it included in the general Contract, or not?

A. I think it was a separate Contract.

Q. Is it included in the Sum of the Profits of the Opium you have stated?

A. It is in the Profits I have stated.

Q. Do you know how the Banares Opium was disposed of, previous to the Contract in 1785 or 1786?

A. I do not know.

Q. Do you know whether it was in any way brought to the public Service?

A. I think not.

Q. Whether Mr. Hastings did not regulate the Banares Opium in the Year 1781?

A. I take it it appears upon the Records, Mr. Hastings did make some Regulations in 1781 about it.

Q. Do you recollect whether this Opium formed any Part of those Regulations as brought to the Profit of the Company or the new Rajah, Mehipnarain?

A. I don't remember at all; it is some Time since I looked into the Proceedings.

Q. Then, you know nothing at all of what became of the Quantity of Opium estimated at 500 Chests, during the Government of Mr. Hastings?

A. No, I do not.

Q. How much had the Contract *ad idem* been since that, comprehending the same Articles of Sullivan's Contract,—whether or no you recollect what that was Net since that Period, independent of the Banares Opium?

A. I have not the Accounts here to shew—this is only a general Profit upon the whole of the Opium sold.

Q. Do you know what Rate or Proportion of Goodness the Banares Opium bears to the Patna Opium?

A. I do not.

Q. Are you quite sure that Mr. Sullivan had nothing to do with any Dealing in the Banares Opium?

A. I do not know any otherwise, than as it appears from the Company's Books, that Bahar and Bengal Opium were the only Sorts.

Q. Do you know whether or no Mr. Sullivan was the Person that did supply it?

A. It is said on the Books to be supplied by him.

Q. Does it appear, upon the Company's Books and Correspondence, that Mr. Sullivan did in fact so supply the Opium?

The Question was ordered to be read by the Clerk.

Then the House adjourned to the Chamber of Parliament.

The Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

“ Gentlemen, Managers for the House of Commons, and you Gentlemen who are of Counsel for the Defendant, I am commanded by the House to acquaint you, that it is not competent for the Managers for the Commons to ask the Witnes, “ Whether it appears on the Company’s Books and Correspondence that Mr. Sullivan did in fact so supply the Opium ?”

The Witnes was directed to withdraw.

Read, from Book 211, the following Extract of a Letter from the Court of Directors to the Board at Calcutta, dated the 16th March 1784.

“ We desire you will especially attend to the Means of making such Remittances to China as may, as far as possible, prevent any Drafts from thence. We are well aware that there is some Difficulty herein, which must be obviated according to Circumstances on the Spot, and by Means, which cannot be directed from hence, but we trust that with the Advantage of the Trade in Opium, and other Commodities of India to the Eastern Islands, you will find it very practicable to accomplish this desirable Purpose, without any great or constant Drain of Specie from Bengal, which ought, as far as possible, in all Cases to be avoided.

“ London,
16th March 1784.

(Signed at the End of the Letter)

“ Joseph Sparkes,	Nathl Smith,
J. Smith,	W. Devaynes,
Jacob Bosanquet,	John Roberts,
*Tho’ Parry,	L. Sullivan,
George Tatem,	W. Bensley,
Lionel Darell,	John Hunter,
Rd Hall,	John Michie.”

The Counsel for the Defendant stated, That the next Subject of the Article was, the Contract made for the Supply of Bullocks for the Army in the Year 1779; the First Point of which was, ‘ that the old Contract was dissolved without any Complaint upon the Part of the Army of its Inadequacy to the regular Supply.’

To prove therefore directly the contrary, they should proceed to shew, that a Complaint was made, namely, by the Commander in Chief, of the total Inadequacy of the former Contract :

For which Purpose they should first refer to a Consultation of the 15th of July 1779, in the printed Minutes of Evidence, Page 1345; and also to a Letter from the Court of Directors to the Board at Bengal, dated 11th April 1781, in the printed Minutes of Evidence, Page 1372, both referring to a Letter from General Stibbert of the 22d August 1778. That the Purpose of the above References was to shew that, from the Blank left for it, though it was not inserted on the Consultation, the last mentioned Letter of the 22d of August 1778, probably did exist: But as it was not to be found at the India House, they should offer the next best Evidence of it, namely, a Copy.

The Managers for the Commons objected to the Evidence.

The Counsel for the Defendant were heard in Answer to the Objection.

The Managers for the Commons waived their Objection.

Read, by Consent, from a Copy printed by the House of Commons, the following Paper.

“ Extract of a Letter from Brigadier General Stibbert, to the Honourable Governor General and Council, dated 22d August 1778.

“ With respect to the Bullocks of the Army, I am afraid it is impossible that the Company should ever be furnished with such as are fit for the Service, at the very low Rates that are now given for them; which it is well known are not sufficient for the Contractor to provide good ones, and feed them properly, without being a considerable Loser by his Contract: The Consequence is, that the Army is always supplied with bad Cattle, (at least not with such as

the Importance of the Service they are entertained for requires), which are as badly fed; and this must always continue to be the Case, till Government is pleased to take the Matter into Consideration, and allow something more for the Provision of them, and till the Contractors are tied up by such Penalties and Forfeitures as will oblige them to fulfil the Articles of their Contracts.—Another Reason why the Company have for some Years past been so ill served in the Bullock Contract, has been giving it away at the Expiration of every Twelvemonth, for the Term of one Year only, which is too short a Time for any Contractor to hold it, so as to do Justice to his Engagements. Accordingly, instead of taking the necessary Measures for procuring Supplies of good Cattle, and for laying in Magazines of Grain for their Support, from the Countries where they could be best or cheapest had (which it cannot be expected any Contractor will do, when he is liable to lose his Contract in a few Months, and does not know that his Successor will take them off his Hands), it has been too much the Practice to trust to getting both from the Bazars, and Districts where they have been immediately wanted. The Disadvantages, and often Distresses, which this must occasion to the Service, are too evident.—The Cause of these may however be said to be now removed, by the present Contract being granted for Three Years; but that alone, I am persuaded, will be found not sufficient to remedy our having bad Bullocks, which nothing can effectually do but encreasing the Rates given for them. The Executor of the deceased Contractor, I am told, though I have no Authority to say it from himself, is so sensible of the Disadvantages and Trouble of this Part of his late Brother's Contract, that he would readily give it up to any Person who would take it off his Hands; in which Case, I think it would be very proper to have it separated from the Victualling Contract, and given to some active Person who has Time and Leisure to attend to the proper Management of it.

“ Should the Board, from what I have here represented, think it expedient to allow an higher Sum for the Provision of the Bullocks, I would advise that a Standard should be fixed for the Size of them, under which none should be admitted, and that were not strong and bony, free from Defects, and in all Respects fitting for the Service; that none also should be admitted under or above a prescribed Age; and that, previous to their being received and mustered at the Stations where they are required, they shall be examined by the Commanding Officer, the Officer commanding the Artillery, the Assistant Quarter Master General, and Commissary of Musters, and all such as do not answer to those Particulars rejected.—That those received into the Service shall, at the Time of Examination, have the Company's Mark put upon them; and that the Contractor shall incur a Penalty for marking any Bullock, or any Person doing it for him, for the Use of the Army, without Authority.—That a Survey shall be taken regularly every Three Months of the State of all the Bullocks, at the different Stations of the Army, by the same Officers, and all that may be found unfit for Service discharged.—That Reports of these Surveys, and of the Inspection of all that are received and marked for the Service, shall be transmitted to the Commander in Chief, and a Copy of the same to the Quarter Master General, to be lodged in his Office.—These Measures adopted, I think will secure the Provision of strong and able Bullocks for the Service; at least, I know of no other so likely to do it.

“ That they may always be well fed, and in good Condition to perform the Services required of them, the Contractor should be obliged by his Contract to give the Draft Cattle Two Seers and an Half, and the Carriage Two Seers of Grain each per Day; and when Grass and Forage is scarce, such a further Quantity, not exceeding Three Seers and an Half to the Draft and Three Seers to the Carriage, as it may be found necessary for the Commanding Officer of the Station where they are kept to direct. At present the Allowance given by the Contractor to the Draft Cattle is Two Seers, and to the Carriage One Seer; which, when Grass and Forage are very plenty, and they are not worked, might be sufficient; but at other Times, and when they are wrought, it is evidently not so; and if the Bullocks are once allowed to fall off in Flesh, and get poor, from a Shortness of Food, it takes some Months to recover them, and the Service must on such Occasions, when they are wanted, suffer from it. But this would not be felt so much as what it is at particular Seasons, were the Cattle to get regularly the Quantity of Grain the Contractors have made it a Rule to fix as their daily Allowance; which, from the plundering of the Banians and their Underlings, all of whom must have a Feeling out of them, it is very certain they do not. By the Contractors being obliged by the Articles of their Contracts to give the Draft Bullocks as far as Three and an Half Seers, and the Carriage as far as Three Seers, of Grain per Day each, whenever they fall off in Flesh, and it may be found necessary for the Commanding Officer of the Troops to order it, to keep them in good Condition, it will become their immediate Interest, when they know they are liable to suffer from not doing it, to look better after their People than they now do, and see that the Cattle are taken proper Care of, and not defrauded of their due Allowance. Indeed this Business is too much left at present to Banians, who, Nobody I believe can doubt, will make every Advantage of it that their Arts can contrive, and point out to them, and that lies in their Power. But besides the Interest which the Contractor is hereby made to have in taking Care that the Cattle are properly looked after and fed, it will be necessary that the Company should allow 20 or 25 Rupees per Month to a good Serjeant of each of the Brigades to oversee them, under the Direction of the Commanding Officer of Artillery, where there are Artillery Corps.

Corps. This or some adequate Allowance not being made to these Men, for their Trouble, they will take it from the Banians; which must entirely destroy the Intent of their Appointment.

" I have thought it necessary to make these Observations to the Board respecting the Bullocks, which, as no Movement of the Forces can ever be made without them, claim, in my Opinion, a very serious Attention.

" Fort William,
22d August 1778.

" I have the Honour to subscribe myself,
Honourable Sir, and Sirs,
Your most obedient,
and very humble Servant,
(Signed) " G. Stibbert."

To shew, that the Attention of the Board was, at the Period mentioned in the Article, particularly drawn to the bad State of the Bullocks,

Read, from Book 597, the following Extract of a Consultation of the 14th March 1779, beginning at Page 138, of the first Series of paging of the same Book.

" Fort William, the 14th March 1779.

" Proceedings of the Governor General and Council in their Military Department.

Military
Dept.

" Read a Letter from General Stibbert, dated 26th of February 1779.

" To the Honble. Warren Hastings Esquire, Governor General, and Council.

" Gentlemen,

" I am sorry to say that the Bullocks employed for the Use of the Train at this Station, are as bad as they can well be, and should the Troops be ordered to move, great Inconveniences must arise from it. But as I have already given my Sentiments very fully to the Board concerning this Part of the Service, I must beg Leave, instead of making any further Remarks thereon, to refer them to my Letters on this particular Subject. There having been hitherto a greater Number kept up than is allowed to a Train in the Field, I shall order all above that Complement, and those that are the worst, to be immediately discharged.

" Head Quarters at Futty Gurr,
26th February 1779.

" I have the Honour to subscribe myself with Respect,
Gentlemen,
Your most obedient humble Servant,
G. Stibbert."

(No Signatures at the End of the Consultation.)

To shew that a further Representation was made by the Provincial Commander in Chief, of the bad Condition of the Draft and Carriage Bullocks, and of the Necessity for the Board's coming to a speedy Resolution for the better Supply of the Army with Cattle,

Read, from Book 433, the following Extract of the Proceedings of the Board of Inspection, of the 22d July 1779.

" Fort William, the 22d July 1779.

At a Board of Inspection; Present,
The Honourable Warren Hastings Esquire, Governor General, President;
Philip Francis, }
and } Esquires.
Edward Wheler, }

Mr. Barwell, and Lieutenant General Sir Eyre Coote, absent.

" Read the following Letters and Inclosures from Brigadier Stibbert.

" To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Board of Inspection.

" Gentlemen, .

" In my Letter of the 20th February, I informed the Board of the bad Condition of the Draught and Carriage Bullocks, allotted for the Service of the Train and Magazine, at this Station. Upon the Orders of Government arriving with me for the Troops to quit their Cantonments, and move into the Field, I ordered them to be surveyed, and a Report made to me of their exact State. A Copy of this Survey Report, No. 3, the Board will receive herewith, and readily see the Necessity of coming to some speedy Resolution for having the Army better supplied with these Cattle. In the mean Time, that the Service may not suffer, I have directed the Contractor's Agent here to purchase immediately as many good Bullocks as he can, to exchange the bad Ones with; but as this is not a Part of the Country to provide them in, and as they are very dear here, I am afraid it may be some Time before he can complete this

this Buſineſs. I have further to acquaint the Board, that in order to have them as fit for Service as poſſible, I have directed each Bullock to have Two Seer and a Half of Grain per Diem, while the Troops lay ſtill, and Three Seer in Caſe of marching.

(Signed at the End of the Letter)

“ G. Stibbert.”

(And at the End of the Conſultation)

“ Warren Haſtings,
P. Francis,
Edw^d Wheler.”

Read alſo, a further Extract from the ſame Book, and the ſame Proceedings.

“ Praſtice Ground, March 15, 1779.

“ No. 3. Examined the Contractors Train and Carriage Bullocks conformable to General Orders.

“ Preſent.—Lieut. Colonel Wilding, Commanding the Temporary Brigade,
Major Patrick Duff, commanding the Artillery,
Lieut. Lawrence Gall, Aſſ^t Q^r M^r General.

“ Found only Seventy-eight Draught Bullocks fit for Service. The Remainder are not of Size proper for the Artillery Service, and moſt of them in a very bad Condition.

“ The Carriage Bullocks are all of them unfit for Service, being too ſmall, and in very bad Order.

(Signed)

“ B. Wilding,
L^t Col^l.”

To ſhew what was the Representation made by Major Camac at the ſame Time, upon the ſame Subject,

Read, from Book 694, the following Extract of a Secret Conſultation of the 1st April 1779, beginning at Page 311 of the ſame Book.

“ At a Council; Preſent,
The Honble. Warren Haſtings Eſquire, Governor General, Preſident ;
Richard Barwell, } Eſquires.
Philip Francis, }
Edward Wheler, }
Lieut. General Sir Eyre Coote K. B.

“ Read, the following Letter from Major Camac.

“ Honble. Sir, and Sirs,

“ Our March was delayed much by the Badneſs of the Carriage Bullocks, as we got only Seventy from Burdwan, which were preferable to thoſe brought from Calcutta, all the good ones belonging to the former Place being either ſent out of the Way or hid ; with this, and the Deſertion of the Drivers, the Magazine was ſtrewed on the Roads, and could never have been got on with, was it not for the Activity of Captain Mayaffre, and Sixty Sepoys placed with him, who were obliged to act the Part of Drivers.

(Signed at the End of the Letter)

“ Camp at Corombah in Chullah Nagpore,
11th March 1779.

“ Jacob Camac.”

(And at the End of the Conſultation)

“ Warren Haſtings,
Richard Barwell,
P. Francis.”

The Couſel for the Defendant ſtated, they ſhould next proceed to ſhew, that the Subject of the Bullock Contract was brought before the Board by Sir Eyre Coote in the Month of July 1779, and that the Contract was made upon the Baſis and Foundation of the Regulations brought forward by him, in his Capacity of Commander in Chief of the whole Army ; for which Purpoſe they ſhould refer to the Minute of Sir Eyre Coote in the printed Evidence, Page 1345 ; to which they would add, the Regulations thereunto ſubjoined, omitted by the Managers for the Commons.

Read, from Book 597, the following Extract of a Consultation of the 15th July 1779, beginning at Page 65 of the same Book.

“ Military Department, Fort William, 15th July 1779.

“ Proceedings of the Governor General and Council, dated as above.

“ At a Consultation; Present,

The Honble. Warren Hastings Esq. Governor General, President;

Richard Barwell,

Philip Francis,

Edward Wheler,

} Esquires.

Not present, Sit Eyre Coote.

“ 1st. The Contractor shall engage, that within Six Months from the signing of the Contract, he shall have in Readiness 4,000 Draft and 2,700 Carriage Bullocks at the different Places where the Artillery Train Bullocks are now stationed, or such as shall be pointed out by the Commander in Chief; they shall, at the Expiration of that Period, be mustered and examined whether fit for Service, and of the Standard Size and Age as shall hereafter be described. Should he not have the Number above-mentioned ready within the stipulated Time, he shall forfeit S^r R^r 10 per Head of every deficient Bullock. Page 64.
Sit Eyre
Coote, 21 Mja
nure by, on
Emendations
of the Bull
Contract.

“ 2d. No Cattle shall be received as fit for Service under 12½ Hands, or 50 Inches high, and under 4 Years Growth, or above 6 Years Growth, nor continued after 12 Years old.

“ Each Carriage Bullock to bear 160lbs. Weight, exclusive of his Pad; and the following Numbers to be allowed for the Draught of Ordnance.

24 Poundsers 24

18 18

12 12

6 6

3 4

8 Inch Howitzer 14

5½ 10

4½ 6

Waggōn 14

Tumbul 10

This is calculated from the Weight of the Whole actually taken at 8 Maunds $\frac{7}{8}$ Pair, and the least Number without Fractions.

“ 3d. That the Commanding Officer of Artillery, and the Commanding Officer of Trains under the Commanders of the Brigades, be made Inspectors General of all the Bullocks received into the Service, that they may be placed under their Charge; and that they be responsible that none but proper Cattle be received; and that they report, from Time to Time, to the Commander in Chief, whether they are fit for Service; and if they are not, they shall be inspected by Three Persons; One on Behalf of the Commander in Chief, One on Behalf of the Commanding Officer of the Train, and One on Behalf of the Contractor. If by these Inspectors they are condemned, they shall be immediately thrown upon the Hands of the Contractor, who shall be obliged to furnish others in lieu of those within Twenty Days after they have been rejected, under the Penalty hereafter mentioned. (Vide Art. 12.)

“ 4th. * Each Bullock be allowed 3 Seers of Grain $\frac{7}{8}$ Dlem, and a proper Quantity of other dry Fodder, and 4 Seer of Grain $\frac{7}{8}$ Day on marching Days, 3 in halting Days, and 5 Seers of Straw or Grass; and the Contractor shall incur a Penalty of Three Times the actual Bazar Price of every Seer of Grain supplied deficient of the stipulated Quantity. * Sic in Orig.

“ 5th. That a discretionary Power be granted to all Officers upon Command, to give Orders for an Increase of Food $\frac{7}{8}$ Head, for so many Days; which Order shall be given in Writing to the Contractor's Agent, that it may be his Voucher for the extra Supply to be drawn for, agreeably to the Quantity which such Voucher shall specify, at the Rate hereafter mentioned.

“ 6th. That the Contractor shall keep 1 Keeper or Driver to each Pair of Bullocks, whether Draft or Carriage, and for loading the Bullocks.

“ 7th. That the Drivers be mustered, and a Return made of them, with the Bullocks, and a Sirdar to every 6 Drivers to keep them in Order, and to their Duty.

“ 8th. That the Drivers have each a Pair of Shoes, a blue Turban and blue Commerband, and a Staff, with 6 Cubits of Rope, to be found by the Contractor, all agreeable to a Pattern to be approved of by the Commanding Officer of Artillery.

“ 9th. That the regular Pay of each Driver be 5 S^r R^r $\frac{7}{8}$ Month, and that each Driver be paid 4 S^r R^r $\frac{7}{8}$ Month upon the Field, in Presence of the Person appointed by the Commanding Officer of Artillery, or the Commanding Officers of Trains, by the Contractor, and the remaining 1 Rupee to be withheld by the Contractor, to furnish them every Three Months with 1 of each of the above Articles of Accoutrement.

“ 10th. That when the Cattle are mustered, the Draft shall be provided with Bridles and Picket Ropes, the Carriage Cattle with Pads, Bridles, and Picket Ropes, agreeable to Muster, to be approved of by the Commanding Officer of Artillery.

" 11th. Nothing but Losses from forced Marches and overloading shall be repaid to the Contractor; that is to say, such Cattle as drop down and die on the Road during the March. A forced March is understood to be any Distance exceeding 8 Cofs in 24 Hours; and Overloading is understood to be any Weight above that stipulated in Article 2. viz^t 160 lb.

" 12th. That the Contractor shall be obliged to replace every Bullock discharged, dead, stolen, killed, or taken by the Enemy; viz^t. Any Number not exceeding 12 in 1 Hour upon Service, and in 6 Hours in fixed Stations, under a Penalty of — S^t R^e 1000

Do.	—	24 in 12 Hours	—	Do.
Do.	—	40 in 2 Days	—	500
Do.	—	60 in 4 Days	—	Do.
Do.	—	100 in 6 Days	—	Do.
Do.	—	200 in 8 Days	—	Do.

" 13th. That the Cattle, when found conformable to the stipulated Age, Strength, and Size, and received as fit for Service, be marked, in Presence of an Officer of Artillery whom the Commanding Officer may appoint, with the Company's Mark, and with a Letter to denote the Year they are received into the Service, and a Figure for their Age.

" 14th. Bullocks loaded with Grain for the feeding of the Company's Bullocks, or Carriages loaded with it, shall be allowed to attend the Army, and be furnished, in Cases of Danger, with an Escort, of which the Commanding Officer is the Judge.

" 15th. The Number of 4,000 Draft and 2,700 Carriage Bullocks, being the Establishment required, shall be kept in Pay during the Term of the Contract; but should any Increase be required, Notice thereof shall be given to the Contractor, and he shall be obliged to supply the extra Bullocks in the following Manner:

Any Number not exceeding	200	within	6 Weeks;
Do.	500	—	2 Months;
Do.	800	—	3 Months;
Do.	1600	—	4 Months;

after the Notice shall have been delivered to him, under the Penalty of the Value of each deficient Bullock, rated at 16 S^t R^e $\frac{7}{8}$ Head; and for any extra Number of Bullocks supplied by the Contractor, he shall be allowed a Bounty of S^t R^e 10 $\frac{7}{8}$ Head.

" 16th. The Contractor's Bills shall be signed by the Commanding Officer of Artillery, and counter-signed by the Commanding Officer of the Corps or Station to which they are attached, if of superior Rank, and shall be certified to be agreeable to Contract, with Remarks and Exceptions, if any, within 4 Days after the Muster; which Vouchers, after passing through the Commissary General's Office, where they shall not lay above 8 Days, the Amount certified thereupon to be due by him, * which shall be paid, on Presentation, by the Military Paymaster.

* sic in Orig.

" 17th. To enable the Contractor to comply with these Conditions, he shall be allowed as follows:

" For every common Driver, mustered with the Dress and Accoutrements as shall hereafter be described, S^t R^e 5 0 0

And 6 S^t R^e for each Sirdar Driver.

For Ropes and Pads of each Bullock, Draft and Carriage taken together — S^t R^e 1 0 0

For 3 Seers of Grain per Day, or 2 Maunds 10 Seers $\frac{7}{8}$ Month, for each

Bullock, whether Draft or Carriage, 24 Seers calculated for each Rupee, is S^t R^e 3 12 0

(When on marching Days the Cattle are allowed an extra Quantity of Grain, the Contractors are to be paid for it after the Rate above mentioned.)

For all Losses by the Enemy, Death, Rejection, &c. — — S^t R^e 1 0 0

All which makes together, exclusive of the Driver, for each Bullock $\frac{7}{8}$ Month, S^t R^e 5 12 0

Being for the Bullock Furniture, Food, and Insurance, exclusive of the Driver, to One Pair of Draft Bullocks, and One Pair of Carriage Bullocks.

" 18th. The Contract to be continued for Five Years from the At the Expiration of Four Years after signing the Contract, should the Governor General and Council not give Notice of their Intentions of discontinuing it, then it shall remain on the same Footing for One Year longer, that is to say, for Six Years from the Date of the Contract; or should they think proper to continue it on a reduced Number, suppose Half, then Six Months previous Notice to be given.

" 19th. That the Contractor may be enabled to supply himself with a proper Stock of Cattle, he shall have an Advance made to him from the Public Treasuries when he may require it, equal to Three fourths of the Value of his Stock, upon his giving good Security for the Amount advanced him.

" 20th. That a Spot of Ground be allotted to the Contractor within 15 Miles of the Presidency, for the Purpose of keeping such a Stock of Cattle as may be necessary for supplying Deficiencies which may happen.

" The Contractor shall not hire or employ any Cattle the Property of Officers Civil or Military, under a Penalty of 50 S^t R^e per Head for every one so employed.

" That

" That the Contractor do provide and keep in order Six Breaking-in Carriages for each Brigade, for the Purpose of training the Draft Bullocks; and for the due maintaining the Draft and Carriage Cattle in proper Order and Readiness for Service; and that he be allowed Sicca Rupees 300 ^{pp} Annum for each Breaking-in Carriage.

" It is further stipulated, That the Draft Bullocks of every Brigade when not in Service (Standing Camps not excepted) shall, Twice in the Week, perform a March of Six Cofs with these Carriages loaded as in Service, attended with the Drivers and Sirdar; that is to say, Six Cofs within Eight Hours in the dry Weather from December to 1st June, and Ten in the Rains; and under the Inspection of a Commissioned Officer of Artillery: In like Manner shall the Carriage Bullocks be harnessed and loaded with the stipulated Burthen, and march Twice in the Week, and Report of their Performance made to the Commanding Officer, who shall, in the Monthly Review Roll, insert or tack this Report, with such other Remarks as he shall judge necessary for the Information of the Commissary General, for the effectual controuling this Contract.

" And it is further stipulated, That every Draft and Carriage Bullock which shall be found insufficient to perform this March as above specified, only Half Pay shall be drawn for such Bullock for that Month by the Contractor, although such Bullocks may be of the proper Standard and Age, and in good Order: Should any Dispute arise with respect to the Sufficiency or Insufficiency of the Bullocks, it shall be settled by Three Inspectors, as stipulated in Article the 4th.

" And it is further stipulated, That the Contractor shall be allowed Three Months to train and form his Cattle. From the Beginning of the Contract this Clause shall become in Force.

" Copy of this Contract to be lodged with the Commanding Officer of Artillery, and the Colonels commanding Brigades. (a)

(No Signature at the End of the Consultation.)

The Counsel for the Defendant stated, that in Answer to the next Matter of the Charge, viz. that the Number and Rate of the Bullocks was improper, and exceeded that which the Commander in Chief had declared sufficient for the whole Army, they should proceed to shew, that the Number of Bullocks contracted for was that which the Commander in Chief stated to be necessary; for which Purpose they would first refer to the Regulations contained in the Document last read N^o 1 and 15.

To shew, that the above-mentioned Regulations had received the joint Recommendation, of the Provincial Commander in Chief, and of the Commanding Officer of Artillery; the Counsel for the Defendant stated, they should refer to the Consultation of the 15th July 1779, in the printed Minutes of Evidence, Page 1346; and as to the Rate of Payment, they should refer to the same Regulations to shew, that it was in all Respects conformable to what the several Officers above-mentioned had determined to be necessary for the Good of the Service.

Then the Counsel for the Defendant requested, that so much of the Evidence of Colonel Duff, adduced on the Part of the Prosecution, as related to the Article of the Bullock Contract, together with the Evidence given by him on the Cross-Examination, might be here entered.

The same is as follows:

' Q. (b) Whether it did fall peculiarly within your Department as an Artillery Officer to observe the Cattle, the Bullocks that were employed in drawing the Artillery?

' A. It did.

' Q. Was you in that Service during the Period of Mr. Croft's Contract in the Year 1779?

' A. I was during the greatest Part of it, but not the Whole; I cannot say exactly, but I know I was during the greatest Part of it.

' Q. Did you see the Bullocks that were supplied under that Contract by the Contractor?

' A. I did, I mustered them, as it was my Duty, every Month.

' Q. Have you read that Contract, and the Regulations introduced into it?

' A. I have often.

' Q. Whether, from your own Knowledge upon this Subject, and your Experience, those Regulations are adapted to promote the Good of the Service, or otherwise?

' A. The Regulations I think are calculated to promote the Good of the Artillery Service, and I think further, that they had that Effect by producing better Cattle for the public Service than ever I saw before or since that Period.

(a) Vide supra, Appendix, N^o CXC.

(b) Vide supra, Page 1972.

‘ Q. Do you remember the Number proposed to be furnished by that Contract ?

‘ A. Not exactly, I cannot carry it in my Mind.

‘ Q. The Number was 6,700 ?

‘ A. I believe it was thereabout, but I cannot charge my Memory.

‘ Q. Whether, considering the Nature of the Service, and the Period at which that Contract was made, that was an excessive Number, or a proper Number ?

‘ A. I considered it to be of such essential Service to the Operations of an Army, that it was highly proper and incumbent upon Government to supply a proper Quantity of proper Cattle to answer any Contingency that might happen.

‘ Q. Do you conceive that Number to have been too great, taking into your Consideration the Circumstances you have stated ?

‘ A. I believe that those who argue upon a Certainty of Peace, or upon Principles of strict Economy, may suppose that the Number was too large ; but I, who have often seen the great Distress that the Army has been put to for Want of a sufficient Supply of Cattle, do not think that the Number was more than in many Cases must be employed.

‘ Q. What Number of Cattle had Lord Cornwallis in his Army in the Course of the last War ?

‘ A. It is impossible for me to answer particularly, I know he had considerably above 25,000 at some Times.

‘ Q. (a) At the Period when he had 25,000 Cattle, what Number of Men were necessary ?

‘ A. I suppose between 15 and 20,000 Men ; I mean King's and Company's Troops—But I cannot be supposed to be particular, for I do not know exactly, not having an Opportunity to see the Returns ; and if I had seen them, I might not remember.

‘ Q. Is it necessary for the Good of this Service to have a regular Establishment of Bullocks trained and exercised, and fit for immediate Service at a Moment's Warning ?

‘ A. Most certainly it is.

‘ Q. What Sort of Cattle were furnished in Point of Size and Strength under Mr. Croft's Contract ?

‘ A. The Cattle were all large, and good Cattle ; there was a Standard, I believe, of Forty-two Inches, I cannot be certain ; but I know it was a very high Standard, and none were received that were not above that Standard, and fixed by the Contract ?

‘ Q. Were the Checks that were imposed by the Terms of the Contract strictly enforced upon the Contractor ?

‘ A. They were.

‘ Q. From what Country must Cattle of that Size stipulated by the Contract be furnished ?

‘ A. The Cattle of that Sort are generally brought from Poonea, or Toroot, there being none of that Size, or near that Size, in any other Country in India.

‘ Q. These Places are in the Bengal Dominions ?

‘ A. Yes ; on the Right of the Ganges, up the Country.

‘ Q. Is the Contractor in this Article during the Period of War exposed to considerable Risque ?

‘ A. Very great Risque certainly.

‘ Q. State the Nature of those Risques ?

‘ A. From Disorders among the Cattle ; from their being killed in Battle, or carried away by the Enemy ; epidemical Disorders get very often among the Cattle.

‘ Q. Have you remembered Instances of great Numbers of Cattle being destroyed by Slaughter in Battle, or by epidemical Diseases ?

‘ A. I have ; I have known many Hundreds of Cattle die in One Day.

‘ Q. Is it of Importance to have Cattle ready to supply that Loss immediately ?

‘ A. Certainly it is.

‘ Q. Can the Army be supplied from the Country, if they have not a regular Establishment of Bullocks ?

‘ A. At all Times they cannot ; if they are very near large Cities, they may have the Opportunity of being supplied with Cattle from the Draft Cattle that are generally employed there.

‘ Q. Do you recollect any Loss happening from the Want of a proper Supply of Bullocks in Lord Cornwallis's Army ?

‘ A. Many very heavy Losses ; One of them was a Loss of our whole battering Train at Seringapatam.

‘ Q. What Number of Drivers is it proper, in your Judgment, to have to the Bullocks, in Proportion to their Number ?

‘ A. Not less than Two Drivers to Three Bullocks.

‘ Q. Have you considered it necessary for the Good of the Service that there should be at least One Driver to a Pair of Bullocks, and a Surdar to every Six Drivers ?

‘ A. One Driver to Two Bullocks is certainly necessary, and the Surdar is also useful himself.

‘ Q. Have you known Instances of the Artillery suffering for Want of a sufficient Number of Drivers ?

‘ A. Often.

‘ Q. Was you with Lord Cornwallis when he experienced great Loss upon that Account ?

‘ A. I was.

‘ Q. Whether this Contract could be well served, consistently with the Good of the Service, upon an annual Contract, and an Advertisement for the lowest Bidder ?

‘ A. I do not think it can, nor do I think the Contract ought to be given to the lowest Bidder, and that only those ought to have it, who are known to be able to fulfil their Engagements. I likewise consider that all Contractors should have an Allowance sufficient to enable them to do so, and that it is better for the Service that they should receive a little more, than that the Service should be obstructed by a Want of Cattle from their not being able to supply them at the Rates which they may offer.

‘ Q. (a) Whether it is necessary for the Contractor to establish Granaries, and to have a necessary Stock of Cattle, in order to carry on the Contract with Benefit to the Service ?

‘ A. I think it is necessary he should do so.

‘ Q. Is it necessary for him to advance Money to the Farmer ?

‘ A. I do not positively know whether it is necessary or not.

‘ Q. Were the Regulations adopted in the Year 1779, in the Instance of Mr. Croft's Contract, such as met with the Approbation of all the Officers of the Army at that Time ?

‘ A. I cannot answer that Question ; I do not know their Judgment, but I know the Cattle met with their Approbation that was furnished by the Contract.

‘ Q. Was the Size of the Cattle furnished under Mr. Croft's Contract higher than that under the late Contract ?

‘ A. I have answered before that I thought the Cattle better, and in general they were larger, I think.

‘ Q. Whether there was a greater Number in Proportion of Cattle to Men in the Army at the Period of Mr. Croft's Contract, than there was at the Period you have spoken of under Lord Cornwallis ?

‘ A. Nothing like it.

‘ Q. Nothing like so many ?

‘ A. Nothing like so many, certainly.

‘ Q. Was the Quantity of Food for the Bullocks to keep them in Heart for Service, sufficient for that Purpose under Mr. Croft's Contract ?

‘ A. It was, in my Opinion, fully so.

‘ Q. As you have been Thirty Years in India, and been in England since the Commencement of the present Trial, and returned to India, you have had Opportunities of consulting and collecting the Sentiments of the People in India at different Periods ; in what Estimation is the Character of Mr. Hastings in India ?

‘ A. Mr. Hastings's Character always stood very high in India, and still continues so since they knew of his being tried ; and they consider him, as I do at this Moment, as a very good and a very injured Man.

‘ Q. Do you speak of the Sentiments of both Europeans and Natives ?

‘ A. I speak of both Europeans and Natives.

‘ Q. Is this Testimony you have given of Mr. Hastings the Result of any private Obligations to Mr. Hastings ?

‘ A. No, it is not ;—I even thought myself hurt by Mr. Hastings's Conduct when in India, but that did not hinder me from joining, in a strong Letter, with all the Rest of my Brother Officers, acknowledging the Sense we had of Mr. Hastings's Conduct.—I still continue of the same Way of Thinking.

‘ Crofts-examined by the Managers for the Commons.

(a) ‘ Q. Where did you command, when the Contract for Bullocks with Mr. Croftes was made in 1779?

‘ A. I believe that was the Year I came down to Calcutta, to command the Artillery; but I cannot tell where I was.

‘ Q. Do you know the Terms of the Contract made by Mr. Croftes?

‘ A. I do not know what Contract is meant.

‘ Q. Whether you do not know of more than One Contract for Bullocks?

‘ A. I have known of a great many Contracts, but I do not recollect any One of Mr. Croftes's but One; may be there might be Twenty.

‘ Q. Have you not heard that the Contract of Mr. Johnson came into the Hands of Mr. Croftes in the Year 1778?

‘ A. I do not know exactly—there might have been some Connection between them—they were Partners, but I cannot tell which of them carried on the Contract.

‘ Q. Do you know the Terms of that Contract in which Mr. Johnson and Mr. Croftes were Partners?

‘ A. Not particularly, I do not.

‘ Q. Do you know any Thing of the Execution of it?

‘ A. I have had Occasion to muster the Bullocks upon all the Contracts, for many Years—I know nothing further than that.

‘ Q. Do you know whether that Contract was not dissolved, before the Expiration of the Term, by Mr. Hastings?

‘ A. It might or might not: I do not know; I do not remember.

‘ Q. Do you know whether any Bullocks furnished under that Contract, were transferred to the new Contract?

‘ A. I suppose they were, because it was the general Practice.

‘ Q. Do you know what the Terms of the new Contract were—do you know why the old Contract was broke, and a new One made with the same Person, for a longer Term?

‘ A. I did not know the Contract had been broken, nor the Reason why—I know One was made in December.

‘ Q. Do you know the Difference between the Terms of the Two Contracts?

‘ A. No, I do not.

‘ Q. Have you seen the Requisition of the Commander in Chief, for the Bullocks for that Service?

‘ A. I understood that the Contract of Mr. Croftes was made with the Approbation of Sir Eyre Coote, the Commander in Chief of India, as well as with the Consent of General Stibbert, Provincial Commander in Chief of Bengal.

‘ Q. Whether you do not think the Terms of that Contract, and the Mode by Contract, to be the best Method of furnishing Bullocks for the Army?

‘ A. I do not think that Contract was the best Method; I mean to say a general Contract of that Kind.

‘ Q. Do you know why Mr. Hastings chose that Method, after having had Experience of a Contract before?

‘ A. I do not know; I was not consulted upon that Occasion.

‘ Q. Do you think it right to renew a Contract, which you did not think a beneficial Mode of furnishing Bullocks for the Service, for a longer Time than the One that was near expiring?

‘ A. I would not renew any Contract I did not think right.

‘ Q. Do you not think it both more expensive and more mischievous to the Service than the Mode by Commission?

‘ A. I cannot answer; I do not think there is much Difference between them.

‘ Q. Could you assure the Company, and recommend in the most earnest Manner, a Provision for Draft Bullocks for the Service of Bengal, by Agency, with a limited Responsibility and liberal Confidence, rather than by Contract; and can you say, upon the most decided Experience, that nothing (a) can be more injurious to the Service than the latter, nor more extravagant than the lowest Rates, at which it had to that Time been undertaken?

‘ A. I cannot answer the Question, I do not know any Thing about it.

(a) Vide supra, Page 1976.

(b) Vide supra, Page 1977.

- ‘ The Managers desired the last Question might be read.
- ‘ The same was accordingly read by the Clerk.
- ‘ Q. If you had heard the Governor General had asserted such a Proposition, would you have acceded to it?
- ‘ A. If I had understood the Proposition, I could have replied to it, but I do not.
- ‘ Q. You have said it was best to employ a Man of Responsibility on such a Business rather than a Person who bids lowest?
- ‘ A. That is my Opinion.
- ‘ Q. What was Mr. Croftes’ Fortune and Responsibility, to your Knowledge?
- ‘ A. I cannot say: I always understood him to be a Man of immense Fortune, but I believe I was mistaken in that; but I thought so.
- ‘ Q. What was his Employment?
- ‘ A. He was, I believe, Treasurer at that Time; I am not sure.
- ‘ Q. Had he ever been conversant in the Traffick of Cattle in the upper Country?
- ‘ A. Not to my Knowledge.
- ‘ Q. But his Office was in the Treasury at Bengal?
- ‘ A. I believe he was in many Offices.
- ‘ Q. But at that Time?
- ‘ A. I think it was.
- ‘ Q. Did you ever hear of his being concerned in any Way whatsoever relative to the furnishing of Cattle before?
- ‘ A. No.
- ‘ Q. When you speak of the Cattle being sufficiently furnished, whether you mean the whole 6,700, or only speak of those which came within your own Knowledge?
- ‘ A. During the Time of that Contract, I was in every Part of the Country where Bullocks were employed, except where some small Detachments went to, very insignificant ones indeed, may be under a Subaltern’s Command.
- ‘ Q. Then you are understood that the Whole of those Bullocks contracted for in 1778 and 1779, on Mr. Croftes Two Contracts, and his Agency, were employed chiefly if not wholly within the Company’s Provinces and their Dependencies?
- ‘ A. No, I do not think so, but I had the examining of the greatest Part of the Bullocks before they were sent out of the Provinces.
- ‘ Q. How many were sent out; what Proportion in that Period?
- ‘ A. I cannot say.
- ‘ Q. Was there any very great Proportion?
- ‘ A. There was a very considerable Detachment went into the Mahratta Country under Colonel Camac.
- ‘ Q. Do you know what Number that Detachment amounted to, and what Artillery, Military Stores, and other Military Baggage, were taken with that Detachment?
- ‘ A. I do not know exactly.
- ‘ Q. Whether the Service upon the Coast did not require a far larger Number of Bullocks than any internal Service you were acquainted with in Bengal?
- ‘ A. A great deal more.
- ‘ Q. Was not the Proportion of all Sorts of Artillery in the Service beyond all Comparison greater?
- ‘ A. I believe the Field Artillery were nearly the same; the battering Train was nearly the same.
- ‘ Q. Whether the Military Stores of all Sorts were not greater in Quantity than that for the internal Service of Bengal?
- ‘ A. Certainly they were.
- ‘ Q. Whether the Cattle upon the Coast are so large and strong as those furnished in the Provinces of Pornea and Toroot?
- ‘ A. Nothing like it; not Half the Size.
- ‘ Q. Was there not a Necessity of carrying with the Army of Lord Cornwallis a great Quantity of its Provisions?
- ‘ A. Yes; all of them.

‘ Q. (a) Do you think that any Mode of providing these Bullocks, whether by Contract or Agency, could have saved Lord Cornwallis from the Loss he sustained of the heavy Artillery by the Want of Cattle ?

‘ A. I think not.

‘ Q. Whether the Country through which Lord Cornwallis marched was not, in its own Nature, such as to waste and consume a greater Quantity of Cattle, and subject them to more Diseases than the Current Service in Bengal ?

‘ A. Our Marches were seldom so long as I had marched before, but the Cattle being confined within the Limits of our own Camp were often distressed for Provisions, and we had besides that, a great deal of bad Weather, heavy Rain, and very cold.

To confirm the above, the Counsel for the Defendant stated, they should first refer to the Consultation of the 14th of May 1783, in the printed Minutes, Page 1376, to shew, that, prior to November 1782, there had been a Necessity of employing 1384 extra Bullocks over and above the Number contained in the Contract ; and next, to the Representation made to the Board on the 3d of February 1784, in the printed Minutes, Page 1382, to shew, that, during the War, 6700 Bullocks were not always sufficient ; extra ones having been required at Times.

To shew the Number of Bullocks employed under Colonel Pearce,

Read, from Book 35, the following Extract of a Secret Consultation of the 14th of June 1781, beginning at Page 1904 of the same Book.

“ Appendix to Consultation 14th June 1781.

“ Extract of a Letter from Colonel Pearse, dated Vizanagram, the 11th April 1781.

“ To this Day I have not received a single Line from the Presidency ; I cannot account for it. I have written for Maps and Guides, and for an Account of Provisions, and the Places where laid up, if any were, that when I arrive at the Kistna I may take my Measures accordingly. Our Expences daily are 700 Maunds. If there are none laid up on the Route, I really do not see how it will be possible to subsist on the Road, as I hear Hyder has detached a Force to lay waste the Country. To carry 700 Maunds, 200 Bullocks are requisite ; to carry Food for these Bullocks 21 :—Therefore to carry One Day's Provisions 221 Bullocks. Admitting therefore, Obstructions included, Thirty Days from the Kistna to Madras, we must set out with 6,630 Bullocks loaded with Provisions. In all the Route they will not get a Bundle of Straw, and hardly a Blade of Grass ; therefore must inevitably live on Grain only ;—but this is not all ; their Drivers must be had also, and their Provisions and those of the Bullocks will require 25 a Day more—750 for the March ; therefore we ought to set out with 7,380 Bullocks for Provisions only. I take the Liberty to submit all this to you, that I may be honoured with your Commands, or, that Measures may be taken to furnish Supplies by other Means.

“ A true Copy.

(Signed)

“ Het Craig,
D. Secretary.”

To shew, that the Establishment of the Army, at this Period, consisted of 33,444 Men inclusive, of the Bengal and some other Corps, making a Total of 46,797 Men,

Read, from Book 597, the following Extract of a Consultation of the 3d of August 1779, beginning at Page 141 of the same Book.

“ Fort William, 3d August 1779.

“ Proceeding of the Governor General and Council.

“ At a Consultation ; Present,

The Honourable Warren Hastings, Esquire, Governor General ;

Richard Barwell,

Philip Francis,

Edward Wheeler,

Sir Eyre Coote,

} Esquires.

Military
Dept.

(a) Vide supra, Page 1978.

GENERAL ESTABLISHMENT of the ARMY.

Artillery. { Two Companies of Artillery, and Two Battalions of Lascars, to be attached to the Brigade in the Field.
Two Companies and Two Battalions of Lascars to be attached to the Brigade next for Frontier Duty.
The remaining Six Companies and Battalions of Lascars to remain with the Regiment of Artillery at the Presidency.

European Sepoys, 11 Battalions
Cavalry, 1 Regiment
Field Officers and Staff to the Sepoy Corps of a Brigade
General Staff, 1 Deputy Quarter Master General

BRIGADE STAFF.

Effective, 1 Surgeon Major, 1 Paymaster, and 2 Deputies,
Non-effective, Major of Brigade, 1 Aid de Camp, 1 Chaplain, and 1 Judge Advocate,

Total One Brigade
Two more Brigades of the like Number
Total Three Brigades

Artillery, 1 Regiment, exclusive of One Company of Invalids
Staff to Do, 1 Adjutant, 1 Aid de Camp, 1 Head Surgeon, 1 Paymaster,
Lascars, 10 Battalions, including Native Officers

INDEPENDANT CORPS.

Light Infantry, 2 Battalions of Sepoys
Chittagong, 1 Battalion of Sepoys
Militia Sepoys, 56 Companies
Troop of Body Guard
European Invalids of Infantry, 3 Companies
Corps of Foreign Rangers

GENERAL STAFF to the Army.

1 Adjutant General, 1 Quarter Master General
1 Commissary General and Deputy, 1 Paymaster General and Deputy
Secretary, Persian Translator, and Aids de Camp to the Governor General
Do Do to the Commander in Chief
Military Secretary, and Secretary to the Board of Ordnance
Town Major and Adjutant of Fort William

Engineer Corps
• Sic in Orig.
Total Establishment of Troops under this Presidency

Colonels.	Lieut. Colonels.	Majors.	Captains.	Capt. Lieutenants.	Lieutenants.	Lieutenant Fire-Workers.	Ensigns.	Corporals.	Warrant Officers.	Total Rank and File Europeans.	Total Rank and File Native Infantry.	Total Native Officers and Hindostani Troops.	Grand Total.
1	2	3	18	—	40	—	14	—	—	1,100	—	—	1,177
—	—	—	11	—	121	—	—	—	—	—	9,284	—	9,416
—	1	1	1	—	6	—	—	6	—	—	—	534	548
—	—	2	—	—	—	—	—	—	—	—	—	—	3
—	—	—	—	—	—	—	—	—	4	—	—	—	4
1	3	5	30	—	167	—	14	6	4	1,100	9,284	534	11,148
2	6	10	60	—	334	—	28	12	8	2,200	18,568	1,068	22,296
3	9	15	90	—	501	—	42	18	12	3,300	27,852	1,602	33,444
1	2	2	10	10	30	30	—	—	2	1,000	—	—	1,085
—	—	—	—	—	—	—	—	—	—	—	—	—	2
—	—	—	—	—	—	—	—	—	—	—	—	—	3,300
—	—	—	2	—	20	—	—	—	—	—	1,688	—	1,710
—	—	—	1	—	10	—	—	—	—	—	844	—	855
—	1	—	2	—	4	—	—	—	—	—	6,280	—	6,287
—	—	—	1	—	1	—	—	—	—	4	—	108	114
—	—	—	—	—	—	—	2	—	—	—	—	—	—
—	—	—	1	—	1	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	2	—	—	—	2
—	—	—	—	—	—	—	—	—	4	—	—	—	4
—	—	—	—	—	—	—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—	—	2	—	—	—	2
—	—	—	—	—	—	—	—	—	2	—	—	—	2
—	1	1	3	—	5	—	4	—	—	—	—	—	14
—	—	—	—	—	—	—	—	—	—	—	—	—	—

(No Signature at the End of the Consultation.)

(2269)

Read, from Book 695, the following Extract of a Consultation 15th March 1781, beginning at Page 276 of the same Book.

“ Fort William, the 15th March 1781.

“ At a Board of Inspection, Present,

The Honble. Warren Hastings Esquire, Governor General, President;

And Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote, absent on Duty at the Coast of Coromandel.

“ Read the following Letter from Mr. Fergusson, the Contractor for the Bullocks, with the Orders therein referred to.

“ To the Honourable. Warren Hastings, Governor General, &c. Council, Fort William.

“ Honble. Sir, and Gentlemen,

“ I humbly beg Leave to enclose Copies of General and Brigade Orders issued by the Commanding Officers at Cawnpore and Futty Ghur; in consequence of which my Agents there are providing the Number of extra Cattle that are required, 477 Bullocks and Twelve Camels, at Cawnpore, and 435 Carriage Bullocks, and Twenty-five Camels at Futty Ghur, as there were only 315 Carriage Bullocks, and Fifteen Camels belonging to that Station. (a)

(Signed at the End of the Letter)

“ Calcutta,
6th March 1781.

“ John Fergusson,
Contractor for the Army,

(Signed at the End of the Consultation)

“ Warren Hastings.”

Read, a further Extract from the same Book and Consultation, beginning at Page 278 of the same Orders and Resolutions.

“ Agreed, That Colonel James Morgan be directed to report what Number of Camels and Bullocks were returned at Cawnpore the 4th of last Month; and, resolved, That Colonel Morgan do assign to the Board the Reasons which induced him to require the extra Cattle which were demanded of the Contractor that Day.” (b)

Read, from the same Book, the following Extract of a Consultation of the 24th May 1781, beginning at Page 440 of the same Book.

“ Fort William, 24th May 1781.

“ At a Board of Inspection, Present,

The Honble. Warren Hastings Esquire, Governor General, President;

and Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote gone to the Coast of Coromandel.

“ Read the following Letter and Enclosure from Colonel James Morgan.

“ To the Honble. Warren Hastings Esquire, Governor General, and Board of Inspection.

“ Honble. Sir, and Sirs,

“ In consequence of your Request, made in a Letter from your Secretary, under Date the 7th instant, I do myself the Honour of transmitting you the Return (copied) of the Bullocks and Camels present with the Brigade on the 4th ultimo; and the Reasons I have to assign for my ordering the Contractor to entertain extra Cattle are, that the Assistant Quarter Master General in his Estimate, required Twelve extra Camels for the Carriage of the Bell Tents.

“ The Commissary of Ordnance, in his Estimate, also required for the Carriage of the Magazine 467 extra Bullocks, and the commanding Officer of Artillery 82 extra Draft Bullocks for the Train.

“ I doubt not but the above Reasons will appear to you sufficient to justify my Orders.

“ The 82 extra Draft Bullocks have been lately discharged in consequence of the Commander in Chief's Orders for some Ordnance to be sent to Futty Ghur. (c)

(Signed at the End of the Letter)

“ Camp, Akbarpore,
March 22d 1781.

“ James Morgan,
Colonel Commanding Second Brigade.

(And at the End of the Consultation)

“ Warren Hastings.”

(a) Vide Appendix, N° CCCXCIII.

(b) Vide Appendix, ibid.

(c) Vide Appendix, N° CCCXIV.

Read, also, from the same Book, the following Extract of a Consultation of the 29th of March 1781, beginning at Page 350 of the same Book.

“ Fort William, 29th March 1781.

“ At a Board of Inspection; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
and Edw^d Wheeler Esquire.

Lieutenant General Sir Eyre Coote absent on Duty at the Coast of Coromandel.

“ The Secretary lays before the Board the following Letter and Enclosures from Mr. Charles Crofts.

“ To the Honble. Warren Hastings Esquire, Governor General, and Council of the Board of Inspection.

“ Honble. Sir, and Gentlemen,

“ The Commissary General has made the following Retrenchments on my Bills for feeding Bullocks, viz.

“ On the Bills for Month of June 1780, C ^t R ^s	—	5,186	15	9
July	—	6,455	6	5
August	—	1,684	14	5
September	—	1,614	2	5
		<u>14,961</u>	<u>7</u>	<u>0</u>

remarking, that it being more than the full Complement contracted for, he cannot admit of the extra Sum, until the express Authority of the Board or of the Commander in Chief, for having exceeded the Establishment, shall have been produced.

“ By my Contract I was obliged to furnish the Bullocks at such Places as might be pointed out by the Commander in Chief, so that all the Establishments might be complete within Six Months from the Commencement of it. I received the Orders of the Commander in Chief on this Subject, and stationed the Bullocks in the Manner directed by him. In doing this he made no Mention whatever of the Bullocks with Captain Popham's Detachment, they were drafted before my Contract commenced; and as they were not included in the Order I received for stationing the Bullocks of the Establishment, I completed those of Cawnpore and Futtygur, without making Allowance for the Bullocks with Captain Popham, which I considered as extra ones to be dismissed as soon as the Service was performed, until I received your Orders 1st May 1780, which told me that they were to be Part of the Establishment. I desired my Agent at Cawnpore to take particular Care not to draw for more Bullocks than were allowed by the Establishment, and that those with Captain Popham were to be considered as a Part of it, and that of course the Number at Cawnpore and Futtygur must be reduced. I was acquainted by him, that the Commanding Officers of those Stations would not allow the Number with them to be reduced without a public Order, which did not arrive till late in July, when a Letter was received, dated 20th of that Month, from the Commanding Officer at Cawnpore, which explained the Matter; and then 445 (the same Number as with Captain Popham) were struck off from the Station at Cawnpore. The Excess arises from this Misunderstanding respecting the Bullocks with Captain Popham, and from my Agent's completing the general Stations as directed by the Commander in Chief, without making Allowance for some small Detachments with Captain Brown, Captain Crabb, the Rangers, &c. This Irregularity was occasioned by my Agent's Desire to complete the Bullocks at each Station; for which, if your Honourable Board think proper not to make me some Consideration, I must suffer. But I hope you will view the Excess occasioned by the Bullocks with Captain Popham in a different Light, more especially as I was in a Manner compelled to keep them, and the Stations at Cawnpore and Futtygur complete also, from the 1st May to the End of July, from the Commanding Officer not allowing the Bullocks at those Stations to be reduced.

“ The whole Excess stands thus :

				Bullocks.			C ^t R ^s
Excess for June	—	—	—	511	—	—	5,186 15 9
Ditto July	—	—	—	636	—	—	6,455 6 5
Ditto August	—	—	—	166	—	—	1,684 14 5
Ditto Sept'	—	—	—	161	—	—	1,634 2 5
				<u>1474</u>			
Total Excess Four Months				1474	C ^t R ^s 14,961 7		

“ I hope the Honble. Board will think proper to make me some Consideration for the extra Cattle employed with the Detachments under Captain Crabb, Captain Browne, the Rangers, &c. which form a Part of the Excess; but should you deem that unreasonable, I humbly hope you will

will permit me to draw for the Bullocks with Captain Popham for the Months of June and July, that is, till the Day they were allowed to be struck off by the Commanding Officer at Cawnpore;

For June 415,—C. R.	4,212	4	0
July 465,—	4,719	12	0
	<hr/>		8,932 0

“ The Retrenchments would then amount to Current Rupees 6,029 7

“ But as the Bullocks were actually employed, and the Excess was occasioned merely by my Eagerness to comply with my Engagements, I hope you will admit of the Charge. (a)

(At the End of the Letter)

“ Fort William,
the 10th February 1781.

(Signed) “ C. Croftes.

(And at the End of the Consultation)

“ Warren Hastings.”

Read, also, further Extract from the same Consultation, beginning at Page 372 of the same Book.

“ Agreed, that the 4th Charge be also re-audited and passed by the Commissary General, as it appears from the Commander in Chief's Distribution of the Cattle in December 1779, that he took no Notice of those Bullocks that were with Messrs. Popham, Browne, and Crabb, the Rangers, &c. (b)

(Signed at the End of the Consultation)

“ Warren Hastings.”

Read, also, from the same Book, the following Extract of a Consultation of the 31st May 1781, beginning at Page 529 of the same Book.

“ Fort William, the 31st May 1781.

“ At a Board of Inspection; Present,

The Honble. Warren Hastings Esquire, Governor General, and President;
and

Edward Wheler Esquire.

Lieut. General Sir Eyre Coote gone to the Coast of Coromandel.

“ The Secretary lays before the Board the following Letter and Inclosure from Mr. John Fergusson, Agent to the Army.

“ To the Honble. Warren Hastings Esquire, Governor General, and Council, Fort William.

“ Honble. Sir, and Gentlemen,

“ By my latest Advices from Madras, my Agent had, at the Requisition of the Commander in Chief, supplied 800 Draft and Carriage Bullocks, which were all he had till then been able to procure; with the Detachment under Colonel Pearle, there are 1,160 more, including 300 extra ones; so when it joins, I shall have at least 1,960, with the Bengal Troops on the Coast. I find that the Charges of feeding these, and the Proportion of Pay to the Drivers and Sirdars, amount actually to A. R. 2 : 2 more per Month, on every Head of Cattle, than I am allowed by Contract.

“ I beg Leave to assure the Honble. Board, that these Representations do not proceed from a Desire of gaining by the Business. I am willing to run every Risk which I ought to run, and incur Losses which happen by Ways or other Accidents to which I ought to be subjected. All I ask is, that the Loss I may have sustained by victualling the Madras Detachment, and by Charges on their Embarkation here, occasioned by my furnishing such Provisions, &c. as I was not obliged to do by my Contract, may be reimbursed me; and I beg that the heavy Losses which I am sustaining by the Bullocks with these Coast Detachments may be alleviated in such Manner or Degree as the Honble. Board may be pleased to think reasonable. (c)

“ Fort William,
31st May, 1781.

(At the End)
(Signed) “ John Fergusson,
Contractor for the Army.”

(a) Vide Appendix, N^o CCCXCV.

(b) Vide Appendix, ibid.

(c) Vide Appendix, N^o CCCXCVI.

Read, also, from the same Book, the following Extract of a Consultation of the 7th June 1781, beginning at Page 581, of the same Book.

“ Fort William, the 7th June 1781.

“ At a Board of Inspection; Present,

The Honble. Warren Hastings Esquire, Governor General, President;
and

Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote, gone to the Coast of Coromandel.

“ Resolved, that the Commissary General be informed that the Contractor for the Army is not to supply any Camels from 1st July next, without a Special Order from the Board. When the Exigency of the Service requires any Extra Cattle, the Officer indenting for them is to write to the Board immediately, assigning his Reasons for ordering these Extra Cattle, and to express in the Indent they are ordered on Emergency. The Contractor not to furnish them without such an Indent. This Order to extend only to Troops beyond the Province of Bengal, and of the Dominions of the Nabob of Oude within the Provinces. The Contractor to be directed to conform to the Number fixed by the Contract, or to confine himself to such Orders as he shall receive from the Board, or from the Commander in Chief, when the Extra Cattle required are for the Service of the Troops under his immediate Command beyond the Provinces. The Order of the 20th April 1780, stands unrepealed; and the Board desire the Commissary General to consider it as a standing Rule, that no Order of the Board is ever to be construed to be repealed by Implication from other Orders, but only in express Terms.

(Signed at the End of the Consultation)

“ Warren Hastings.”

The Counsel for the Defendant stated, that it having been proved by the Managers for the Commons, that in May 1783, the Number of Bullocks was reduced to 4,074, they should next shew that after such Reduction had taken Place, the Commander in Chief represented to the Board, that that Number would be inadequate even at the then Period of Peace.

Read, from Book 444, the following Extract of a Consultation of the 14th of May 1783, beginning at Page 284 of the same.

“ Fort William, the 14th May 1783.

“ At a Board of Inspection; Present,

Edw^d Wheler,

John Macpherson,

and John Stables;

} Esquires.

The Honble. the Governor General indisposed.

“ Read the following Letter from Major General Stibbert, Commander in Chief.

“ To the Honble. Warren Hastings Esquire, Governor General, &c. Members of the Board of Inspection.

“ Gentlemen,

“ You have been pleased to direct, through your Secretary, that the Establishment of Bullocks be reduced to 4074, the Number ordered to be retained for the Service of Bengal and its Dependencies, by the Court of Directors, which Instructions I shall cause to be carried into Execution with as little Delay as possible.

“ But previous thereto I must request to be informed if it be your Intention that this Number shall be the Establishment of Draught and Carriage Bullocks, exclusive of the Beastly Bullocks attached to the several Corps, which till the Commencement of the present Contract were entirely distinct from, and not included in, the Establishment of Bullocks for the Army; and must take the Liberty of offering it as my Opinion, that the Bullocks employed in that Department of the Service should again be kept separate, as the present reduced Number of Draft and Carriage Cattle will not during the War allow of their being furnished out of the fixed Complement, without subjecting some Parts of the Service to probable Inconveniencies. (a)

“ I have the Honour to be,
Gentlemen,

Your most obedient humble Servant,

(Signed) “ G. Stibbert.”

“ Fort William,
10th May 1783.

(a) Vide Appendix, N^o CXCVI.

Read, from Book 432, the following Extract of a Consultation of the 22d January 1784, beginning at Page 151 of the same Book.

“ Fort William, the 22d January 1784.

“ At a Board of Inspection; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
Edward Wheler,
and
John Stables, } Esquires.

“ To the Honble. Warren Hastings Esquire, Governor General, and Council, Fort William.

“ Honble. Sir, and Gentlemen,

“ The Commissary General, in auditing the Accounts of the Detachment in the Carnatic, from its Arrival there in November 1780, has disallowed all the extra Bullocks that were furnished by my Agent, subsequent to the 30th June 1781, and 1,600 of those furnished for the Troops embarked with Sir Eyre Coote. I directed my Agent to use every possible Exertion in furnishing such Cattle as might be required, which he accordingly did, by complying with the Indents of the Quarter Masters to the Infantry and Artillery Corps, countersigned by the respective Commanding Officers.

“ I cannot entertain the least Doubt, but that when your Honble. Board shall call to Mind the Situation of the Army in the Carnatic, with respect to Bullocks, from November 1780 to the present Time, you will readily admit that I ought to be paid for these extra ones, even if some Informalities should appear to have been committed in the Mode of Demand or Supply; it being notorious, that without these extra Bullocks furnished by my Agent, the Army could not have taken the Field, and that the Presidency of Madras could not provide one more than they did.

“ I therefore humbly request that all Cattle, which it shall appear by Colonel Elliott's Certificates, and by others of the same Nature, were supplied by my Agent for the public Service, should be passed.

“ Calcutta,
27th August 1783.

(Signed)

“ John Fergusson,
Contractor.”

“ On the 27th August, I addressed your Honble. Board on the Subject of my Accounts for the Detachments in the Carnatic, which remain unaudited until you shall be pleased to take that Letter under Consideration. I most humbly request that it may be done as soon as convenient, because Mr. Tierney, the late Paymaster to the Detachment, being dead, and Mr. Ramsay, who has been my Agent in the Carnatic during the whole War, being about to depart from Madras to China, it will be a particular Hardship on me afterwards, if any Retrenchments are made, as it will then be entirely out of my Power to obtain any Satisfaction or Redress whatever, which Circumstances will, I hope, plead my Apology for troubling you with this Address.

“ Fort William,
14th January 1784.

(Signed)

“ John Fergusson,
Contractor.”

“ Agreed, that the Commissary General be directed to pass Mr. Fergusson's Bills for extra Cattle supplied by him for the Use of the Army serving in the Carnatic, upon his producing Certificates from Colonel Elliott, that the Cattle charged for were actually received.

(No Signature at the End of the Consultation.)

Read also, from Book 695, the following Extract of a Consultation of the 23d of August 1781, beginning at Page 941 of the same Book.

“ At a Board of Inspection; Present,
Edward Wheler Esquire.

The Honourable Governor General, absent on a Visit to the Northern Provinces.

“ Fort William, the 23d August 1781.

“ Remarks on the contingent Bills transmitted by Colonel Muir to the Commander in Chief, and by him to the Commissary General.

“ I inclose a Copy of the Return of Draft and Carriage Bullocks and Camels with Colonel Muir, in March last, according to which he had 1410 Draft and Carriage Bullocks, beside 40 Camels; and I perceive he had the same Number in May. The Necessity of hiring extra Coolies for the Bell Tents does not therefore at present appear; nor has Colonel Muir supported the Measure by assigning his Reasons; but he may perhaps be able to satisfy the Board on that Head, if they shall think proper to desire him. (a)

(No Signature at the End.)

Read, also, the following Extract of a Consultation of the 24th May 1871, beginning at Page 442 of the same Book.

“ Fort William, the 24th May 1781.

“ At a Board of Inspection; Present,

The Honble. Warren Hastings, Governor General, President;
and

Edward Wheeler Esquire.

Lieutenant General Sir Eyre Coote gone to the Coast of Coromandel.

“ Return of Camels and Bullocks present at Cawnpore, the 4th February 1781.

				Bullocks.			
				Camels.	Draft.	Carriage.	Beattie.
“ With the Artillery	—	—	—	—	576	205	6
Infantry—2d Regiment	—	—	—	—	—	—	23
18th, 19th, 20th, 29th and 30th Regiments of Sepoys	—	—	—	—	—	—	55
Commissary of Ordnance	—	—	—	—	—	—	1
Contractor's Agents	—	—	—	9	—	—	—
				9	576	205	85
					576	} 866	
					205		
					85		

“ True Copy.

(Signed)

“ H. Lloyd,

for Mr. Robt Grant, Agent Contractor.” (a)

(Signed at the End of the Consultation)

“ Warren Hastings.”

The Counsel for the Defendant stated, That One of the Data of the Calculations relied upon on the Part of the Prosecution, having been ‘ that the Number of Drivers contracted for was too great, amounting to Six Drivers and One Over-looker to Twelve Cattle;’ they should refer to the Evidence of Colonel Duff, in Page 1973 of the printed Minutes, to shew, that in his Judgment, there ought not to be less than Eight Drivers to Twelve Bullocks.

Then read, from Book 731, the following Extract of a Consultation of 24th August 1785, beginning at Page 87 of the same Book.

“ Fort William, 24th August 1785.

“ At a Council; Present,

The Honble. John Macpherson Esquire, Governor General, President;

Lieut. General Robert Sloper, Commander in Chief;

John Stables Esquire,

The Honble. Charles Stuart.

“ The following Letter received from Major General Stibbert, is now recorded.

(a) Vide supra Appendix, N° CCCXCIV.

“ To the Honble Warren Hastings Esquire, Governor General, &c. Members of the Supreme Council, Public Department.

“ Gentlemen,

“ I beg Leave to lay before you a Letter, which has been addressed to me by Lieutenant Colonel Duff, Commander of the Artillery, representing the Deficiency of Drivers allowed by the late Regulations for Draft Bullocks.

“ On my Perusal of the Regulations for the Agent, it was obvious to me that One Driver to Six Bullocks was insufficient; but I refrained from noticing it to the Board until the Matter should be represented to me by the proper Officers. Had my Opinion been asked before the Board entered into the new Engagement, I should have given them such Information as might have prevented them from falling into this Mistake, and also have pointed out to them some other Omissions.

“ By the late Contract, as well as by those preceding it, there were allowed to every Twelve Bullocks, One Sirdar and Six Drivers, and I am convinced from my own Experience, that less will not suffice to manage Draft Bullocks, whether employed or not; since if unemployed they must be constantly practised, which they cannot be without a proper Number of Drivers. The Number of Drivers allotted may, as Colonel Duff says, answer for Carriage Bullocks, but there should even to a certain Number of those be allowed a Sirdar, at least One to every Six Drivers. The Beastie Bullocks require no Drivers, as the Beastie takes Care of the Bullocks.

“ In the Resolutions of the Board, transferring the Feeding of the Cattle from the Contractor to the Agent, no Mention is made of the Manner in which the Casualties among the Bullocks are to be replaced; if by the Agent, the Terms on which he is to provide them ought to be specified, as well as the Size, Age, and Quality of the Cattle to be admitted into the Company's Employ, which should, I think, correspond with the Rules prescribed in the late Contract; Extracts of which on these Points I enclose for your easy Reference, as well as the Articles relating to the Drivers.

“ I must conclude this Letter with observing, that if great Care is not taken in providing Bullocks, as well to supply Casualties as to be received in Exchange for such as are above the Age fit for working, which by the last Contract was fixed at Twelve Years, the Cattle cannot be depended upon, and the Service must eventually suffer. (a)

“ Fort William,
8th April 1784.

(Signed) “ G. Stibbert.
(Signed at the End of the Consultation)
“ John Macpherson,
R. Sloper,
John Stables,
Cha^r Stuart.”

Read, also, from Book 726, the following Extract of a Consultation of the 29th of July 1791, beginning at Page 436 of the same Book.

“ Fort William, the 29th July 1791.

“ At a Council; Present,
The Honble. Charles Stuart,
Peter Speke,
and
W^m Cowper, } Esquires.

Earl Cornwallis K. G. Governor General, and Commander in Chief, absent in the public Service.

“ To the Honble. Charles Stuart, and to the Gentlemen of the Supreme Council at
. Fort William.

“ Gentlemen,

“ You will, I am fully persuaded, use every Exertion in your Power to provide us amply with Cattle; and I must recommend that those which have been procured to the Southward of the Coleroon may be brought to the Presidency as soon as possible, to be employed in transporting Grain and other Articles that we may want from thence; and I must particularly request that no Pains be spared to engage the greatest possible Number of Drivers to attend them, as it is to the Deficiencies in that Class of People in the Army, that our late Losses of Cattle are principally to be attributed. * (b)

* See in Orig.

“ Fort St. George,
11th July 1791.

(At the End)
(Signed) “ Cha^r Oakeley.
(Signed at the End of the Consultation)
“ Cha^r Stuart,
Peter Speke,
W^m Cowper.”

The Counsel for the Defendant stated, that there being no Evidence on the Part of the Prosecution to shew that, considering the Terms of the new System, and all the Obligations imposed on the Contractor by it, the Rate of Payment was higher than it ought to have been; and they having shewn, that it was stated by the Commanding Officers to be necessary, they did not propose to adduce any further Evidence upon that Subject.

The Counsel for the Defendant then stated, that, in Answer to the Allegation in the Article 'that this Contract was more advantageous to the Contractor and more injurious to the Company than the former', they should shew that the Court of Directors, though they disapproved it in Part, yet allowed the System for the Provision of Cattle to have been excellent :

For this Purpose they should refer, First, to the 60th Paragraph of a Letter from the Court of Directors of the 11th of April 1781, given in Evidence by the Managers for the Commons; Secondly, printed Evidence, Page 1373; and to the Evidence of Colonel Duff, (a) not only to shew that the System was good, but that it had the Effect of enabling the Company to be served with better Bullocks than ever had been employed before this Contract or since, (a) during a Period of Thirty Years.

The Counsel for the Defendant further stated, that as to the Duration of the Contract not being confined to One Year, they would shew the Opinion of the Court of Directors to have been, that if the Terms of the Contract were reasonable, it might not be for the Good of the Service in Time of War to renew the Bullock Contract every Year. For this Purpose they should refer to the last-mentioned Letter of the Court of Directors in the printed Evidence, Page 1373, and also to prove that they allowed in future that the Contract for Bullocks might be extended for Three Years.

The Counsel for the Defendant then stated, that in Answer to the Allegation 'that this Contract was granted to Charles Croftes, the confidential Friend of Mr. Hastings;' they would next shew, that that Circumstance did not operate in the least upon Mr. Hastings in settling the Terms of the Contract, because they were settled before Mr. Croftes had any Thing to do with it; for which Purpose they should refer to a Consultation of the 9th of August 1779, in the printed Evidence Page 1347, to shew both that the Plan of the new Contract was recommended by the Commander in Chief, and that an Offer of it was made to the then Contractor.

The Counsel for the Defendant then stated, that in Answer to the Neglect imputed to Mr. Hastings in not having given Notice of the Intention to put an End to this Contract at the Period prescribed, they should give no Evidence; but merely refer to the Evidence already produced by the Managers for the Commons, to prove it an accidental Neglect of all the Board in common with Mr. Hastings.

For this Purpose they would refer to the printed Evidence, Page 1377.

The Counsel for the Defendant then stated, that, as touching the next Subject, the Agency of Sir Charles Blunt for the Provision of Bullocks for the Army, stated to be a Mode of conducting the Business condemned by the Court of Directors, they should proceed to shew Mr. Hastings to have been justified in putting this Business upon the Footing of Agency; for which Purpose they would first refer to a Letter, which had been given in Evidence on the Part of the Prosecution, from Mr. Hastings to the Court of Directors, since his Arrival in England, in the printed Minutes of Evidence, Page 1385.

To confirm the Opinion of Mr. Hastings in this Particular,

Read, from Book 432, the following Extract of a Consultation of 11th March 1784, beginning at Page 319 of the same Book.

" Fort William, the 11th March 1784.

" At a Board of Inspection; Present,
Edward Wheler,
and
John Stables, } Esquires.

The Honble. the Governor General on a Visit to the Northern Provinces.
Mr. Macpherson, absent at Sea, for the Recovery of his Health.

" Ad. Mr. Wheler delivers in the following Minute respecting the Adjustment of the Bullock Contract, and Appointment of Sir Charles Blunt to the Agency. Page 317,
March 11th,
1784.

(a) Vide supra, Page 2263; —also Page 1972, et seq.

" Mr. Wheeler.—I have said less upon the Subject of the Bullock Contract, because my Sentiments were so fully recorded upon its Institution. I am nevertheless under the Necessity of observing, that however improvident the original Engagement may have appeared to me, I have the Satisfaction of seeing it closed with an Advantage to the Company of, at least, One Lack and a Half of Rupees; which Advantage results from the Difference between the Sum paid as an Indemnification to the Contractor, and the Monies he would have received had the Contract been continued till its intended Period. In respect to the Orders of the Court of Directors of advertising for sealed Proposals, the Experiment has already been tried with much Inconvenience to the Company, and Loss to the Party contracting. This requires no further Elucidation, it being perfectly well known to the Members of Government at the Time the Contract so entered into expired; and whether the Deduction from the present Contract of Sicca Rupees 8 12 to S^r R^s 4 6 ^{per} Month, will justify the Board in their Deviation from the strict Orders of the Company, must be determined by our Superiors, and can be as easily ascertained by many Individuals now residing in England, as it is already proved to my Satisfaction; and for the above Reasons I should think I did an Act of great Injustice to the Company, were I to withhold my Consent to the Redemption of the present Contract whenever the War with the different Powers of Hindostan shall be determined, and the principal Detachments re-united to the Army; it will then be proper to consider whether to continue the Agency now established, or to enter into a more permanent Engagement, by supplying the Army with Bullocks upon Contract for the Period recommended by the Court of Directors; and I therefore agree to the Appointment of Sir Charles Blunt." (a)

(No Signatures at the End of the Consultation.)

Read, from Book 731, the following Extract of a Consultation of the 1st August 1785, beginning at Page 3 of the same Book.

" Fort William, the 1st August 1785.

" At a Council; Present,

The Honble. John Macpherson Esquire, Governor General, President;
Lieutenant General Robert Sloper,
John Stables Esquire,
The Honble. Charles Stuart.

Secret Dept.
of Inspection.

" Honble. Sir, and Sirs,

" The Governor General informs the Board, that he had it in Contemplation to propose some Reform in the Bullock and Gunpowder Agencies, and that he wished to have ascertained whether, by publishing for Proposals for the Execution of these Duties, agreeably to the general Tenor of the Company's Commands, they might not be managed at a less Expence, and with greater Benefit to the Company's Interest; but as both these Branches of the Service are materially connected with the Army, and as an apparent Advantage gained by converting those Agencies into Contracts on lower Terms, might be in Reality attended with great Loss to the Company, the Governor General requests that the Commander in Chief will be pleased to look over the Papers relative to these Agencies, and propose to the Board any Plans for conducting the Duties of them, which may at once be favourable to public Economy, and the real Good of the Service.

" Fort William,
21st July 1785.

(Signed at the End of the Letter)

" G. Stibbert."

(And at the End of the Consultation)

" John Macpherson,
R. Sloper,
John Stables,
Chas Stuart."

Read, also, from the same Book, the following Extract of a Consultation of the 24th August 1785, beginning at Page 72 of the same Book.

" Fort William, 24th August 1785.

" At a Council; Present,

" The Honble. John Macpherson Esquire, Governor General, President;
Lieut. General Robert Sloper, Commander in Chief,
John Stables Esquire,
The Honble. Charles Stuart.

" To the Honble. John Macpherson Esquire, Governor General, and Council, Fort William.

" Honble. Sir, and Sirs,

" I humbly request the Honble. Board will be pleased to allow me, with the utmost Respect, to offer my Reasons, why the Alteration Mr. McIntosh's Offer aims to effect, of converting the Agency now under my Charge into a Contract, should not take place; for although the Honble. Court of Directors saw Reason to pass severe Censure on the Terms of the late Bullock Contract, and,

on a Supposition of the Business continuing to be conducted in the Way of a Contract, thought proper to direct that and others to be put up to the lowest Bidder, it does by no Means follow, that they will see Cause to object to the moderate, fair, safe, and reduced Terms of the present Agency; and it will but be giving Credit to the Wisdom of that Honble. Court, to suppose they will see the Inexpediency of fixing one certain Rate of Expence, by a Contract, in a Matter subject throughout the World, but more particularly in Bengal, to such Fluctuation as the Price of Grain is liable to by the Failure of Crops and dry Seasons, as must ever render the State of a Contractor for this Service precarious and dangerous. A Contractor who engages on reasonable Terms To-day, may be utterly ruined a Twelve Month hence. This is precisely the Case at present, as appears by a Calculation I have just caused to be made, of the Loss the Contractor would have suffered by feeding the Bullocks alone last Year, at the Rate the present Proposal to the Honble. Board offers to undertake it at, which, on the lowest Computation, amounts to Sixca Rupees 76,575. Is there Reason and Policy? Is there Justice and Humanity in such a Plan? By the best Information I have been able to obtain, I cannot find the Orders of the Honble. Court of Directors have been at any Time precise and special, restraining the Governor General and Council of Bengal from considering of and adopting a more eligible Mode of supplying the Army with Cattle, if such could be found, than that of the former Contract, and that therefore the Honble. Board were fully authorized to adopt that of the present Agency. The Honble. Court of Directors, I humbly beg Leave to suggest, did no more in their Orders respecting the Bullock Contract, than direct that that Contract (supposing it to continue to a Period, and approved of being renewed) should be advertised and given to the lowest Bidder.

" But, Honourable Sirs, that Contract no longer existing, and the Cattle having become the Property of the Company, of which Alteration the Sense of the Honourable Court of Directors has not yet been received, it becomes now worthy the Attention of the Honourable Board, that they shall be taken the best possible Care of, attended with the least Expence, which, I humbly conceive to have been shewn in my former Letter to the Board, will happen under an Agency.

" That the Conduct of the Company's Business by Agency is not disapproved by the Honourable Court of Directors, may be collected from the very considerable Branches of the Company's Business at this Time conducted ably and honourably under that Mode, not without the Knowledge, and therefore concluded to be with their Approbation; and there does not appear in the Honourable Court of Directors, or in the Honourable Board, the least Intention, Motive, or Probability of their being suppressed, to the Ruin of the Company's Servants employed in them, and the great Joy of all Persons out of Employ and out of the Service. (a)

(Signed at the End of the Letter)

" Cha^s W^m Blunt.

(And at the End of the Consultation)

" John Macpherson,
Robert Sloper,
John Stables,
Cha^s Stuart."

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 27th March 1787, beginning at Paragraph 201 of the same Letter.

" Our Governor General and Council at Fort William in Bengal.

" Par. 201. We have from Time to Time expressed a general Disapprobation of Agencies, and of the high per Centage at which the same have been managed, and have been uniform in our Instructions that such Parts of the Company's Business as could be managed by Contract should be so managed. However, particular Cases may require Deviation, and it is impossible for us not to pay due Attention to the Opinions of those, who, by their local Knowledge and Experience, may be supposed to have good Grounds for what they have asserted; and although we still enforce our former Directions as to Contracts for a general Rule of Proceeding, there seems Cause to doubt its Expediency in the Instance now before us. (b)

(Signed at the End of the Letter)

" Geo. Tatem,	Jn ^o Michie,
John Travers,	John Motteux,
Ab ^o Robarts,	Jn ^o Woodhouse,
W. Elphinstone,	John Hunter,
Paul le Mesurier,	Jn ^o Townson,
Tho ^s Cheap,	Geo. Cuming,
Jacob Bosanquet,	Hugh Inglis,
Cha ^s Mills,	Tho ^s Parry,
John Roberts."	

Read, also, from Book 723, the following Extract of a Consultation the 10th. November 1790, beginning at Page 137 of the same Book.

“ Fort William, 10th November 1790.

Military Dept.

“ At a Council; Present,
Earl Cornwallis K. G. Governor General, President;
The Honourable Charles Stuart,
Peter Speke, } Esquires.
and
William Cowper, }

No. 12.

Military Au-
ditor General,
30 Oct.

“ My Lord,

“ Par. 1. Observing by the Returns of the Elephants and Bullocks for the Service of the Army for the Month of September last, that Nineteen Elephants, and One hundred and eighty-four Bullocks are reported deficient of the Establishment for the Station of Cawnpore, I take the Liberty of noticing the Circumstance to your Lordship as deserving your Attention.

“ 2d. Any Penalty which might be recoverable from a Contractor for Failure in the Performance of Agreement, either with respect to Numbers or Condition of the Cattle for the Service of the Troops, or through their not being kept at their proper Stations, would be a slender Consolation for Disappointment in the Movements of any Part of the Army through any such Failure.

“ 3d. The Deficiency in the established Number of Bullocks, if those detached to the Carnatic be considered as Part of the ordinary Establishment, is not considerable, as your Lordship will perceive from the accompanying Comparative Statement of the Establishment, with the Numbers mustered for August, which is the last Month for which all the Returns excepting one have reached this Office; but, though the Deficiency of the Establishment of Bullocks is not great upon the Whole, your Lordship will observe, that, according to the present Establishment and Returns, there are considerable Deficiencies at the Frontier Stations of Cawnpore and Futty Gur, where the Complement for Service ought to be most carefully kept up; and a Surplus at any other Stations will not make Amends for Deficiencies where the Cattle ought to be.

“ 4th. I know that your Lordship deems it highly important that the necessary authorized Establishments should be kept in constant Readiness in their proper Places, and in the best Condition for active Service; and therefore, without meaning the slightest Reflection on any Individual, but merely to second your Lordship's Wishes, and to render the Obligation of the Contracts for Elephants, Camels, and Bullocks more effectual, I beg Leave to submit to your Lordship the Propriety of notifying in General Orders that, if it should at any Time happen that the Movements of any Body of Troops should be impeded by the Unfitness, scanty Feeding, or ill Condition of the Cattle, or by the present Establishment not being constantly kept complete at their proper Stations, their respective commanding Officers shall be held personally responsible for the Consequences, unless every such Circumstance of Deficiency, or Unfitness, shall have been duly reported to the Commander in Chief; and, in order the better to impress a Sense of the Importance of the Duty, Commanding Officers might be required to certify monthly to the Commander in Chief, by Letter to the Adjutant General, that the Establishment of Cattle, and Drivers, for their respective Stations or Divisions of the Army, mentioned in their muster Returns, are, in Point of Number, Strength, and Condition, as well as in every other Respect, fit and equipt for immediate Service; or, if there happen to be Deficiencies of Numbers, or Defects in the Quality of the Cattle, &c. these should be particularly stated; and with these Letters the Adjutant General should lay before the Commander in Chief monthly Comparative Abstracts of the Establishment, with the Number of Cattle of every Description, mustered according to the Form of the enclosed Statement; or on any better Plan that may be devised.

“ 5th. Relative to the Practicability of supplying good strong Bullocks for the Service, I beg Leave to inform your Lordship that I have Reason to believe that excellent Cattle may be procured in abundance from the Countries of Gohud, Nagore, Tyrhoot, Durbungah, and Purneah, if adequate Prices be paid for them.

“ 6th. Although Colonel Eyre has returned 19 Elephants and 184 Bullocks deficient of the Establishment for the Station at Cawnpore, as mentioned in the first Paragraph hereof, it is proper to observe to your Lordship, that the Colonel considers the Distribution of the Cattle which was published in General Orders, on the 3d October 1788, as the Establishment still in Force because none other has been since published; but there being fewer Corps now at that Station than in 1788, the Establishment should be calculated for the Corps now there, and this may induce your Lordship to order a New Distribution to be published, which perhaps will be best done by specifying the Number of Cattle of each Description for the Service of every Corps, because by this Means, upon the Movement of any Corps, Variation of the Establishment of Cattle would be known without the Trouble of publishing occasional Distributions. (a)

(Signed at the End of the Letter)

“ John Murray.”

(And at the End of the Consultation)

Cha^s Stuart,
Peter Speke,
W^m Cowper.”

Read, from Book 751, the following Extract of a Letter from the Court of Directors, to the President and Council at Fort St. George, dated 6th May 1791, beginning at Paragraph 22, of the same Letter.

" Fort St. George, 6th May, 1791.

" Our President and Council at Fort St. George.

Military
Dept.
Bullock Con-
tract renewed
for Three
Years.

" Par. 22. As the late Government have renewed the Contract concluded in the Administration of Sir Archibald Campbell for the Provision of Draft and Carriage Bullocks, there will be sufficient Time before the Expiration for us to receive your Report on the Manner in which the Contract in its extended State shall have been executed; and whether it be really necessary to continue an Establishment in Time of Peace of Two thousand Draft and Carriage Bullocks at the considerable Expence of Pagodas, 3,452 $\frac{3}{4}$ Month. We expect a very early Communication of your Opinion herein, that you may receive our further Directions before the Expiration of the Term agreed upon.

" 23. It is stated in the Letter from the Contractor of the 29th January 1787, which accompanied their original Proposal, that the above monthly Expence of Pagodas 3,452 would be nearly a Third less than the same Establishment would have cost at the Rates then paid by the Company, and in the Time of War that the Saving would be immense. Admitting the Fact, it was certainly a great Neglect on the Part of the late Government to suffer the Contract to expire without taking Measures for ascertaining (when they knew they were upon the Eve of a War) whether better Terms could not have been procured, or whether the Provision of the Bullocks necessary for the Army upon the Agency System as in 1782, would not have been preferable; but as it was the 12th February before they came to any Resolution herein, perhaps, under all Circumstances, the renewing the Agreement with the former Contractors (who were Gentlemen of known Reputation) at that critical Period was the likeliest Mode that could then be adopted for ensuring the necessary Supply of Bullocks; not that we mean to sanction a Departure from the Rule that has been repeatedly laid down for advertizing for Proposals, except upon Occasions of the most evident Necessity, or upon the most substantial Reasons being assigned for so doing.

(Signed at the End of the Letter)

J. Smith Burgels,	W. Elphinstone,
F. Baring,	W ^m Money,
J. Manship,	Abram Robarts,
Jno. Roberts,	Tho ^r Cheap,
Geo. Tatem,	John Travers,
Lionel Darell,	Tho ^r T. Metcalfe,
Thomas Parry,	Jn. Townson,
Paul Le Mesurier,	Simon Frazer,
Stephen Williams,	R. Thornton."

Read, also, from Book 733, the following Extract of a Consultation of the 2d August 1791, beginning at Page 3758 of the same Book.

" Fort Saint George, 2d August 1791.

" Sir Charles Oakley Baronet, Acting President, and Council.

" Gentlemen,

" I have received your Letters, dated the 12th and 16th instant, with the Copies of Mr. Cockburne's Letters enclosed in the latter.

" The Account of the Money that you have ordered to be sent to Vellore is very satisfactory, and will enable me to fulfil my Engagements to our Allies.

" I shall not enter into a Detail of the Defects in the general Principles of the Bullock Contract, but only mention that One of the most striking is, that it never has either in Peace or War (and in my Opinion it is impossible in War) been performed by the Contractors themselves, but by Maistries, who, I have found, have always been the Proprietors of the Bullocks, and by that Means without the Consent or Knowledge of Government, and without being bound to a direct Responsibility to the Public for the Performance of their Engagements; those Maistries are the real Contractors, whilst the nominal Contractors in Fact only act in the Capacity of Agents.

" But in pointing out the Defects of the System, it was by no Means my Intention to cast any Reflection upon the Characters of the Gentlemen who hold the Contract, and I think it in particular a Justice due to Mr. Cockburne to declare that I entertain so high an Opinion of his Zeal and Ability, that if it was possible to execute the Business of the Bullock Department by Contract, he would, I believe, be the Person most likely to accomplish it.

" The late Exertions that you have been forced to make to collect the Number of Bullocks that will be necessary on the present Occasion, must be considered as evident Proofs that the above Remarks are well founded; for I cannot admit, that the Contractors have a Right to claim a Merit for the Production of Cattle, which have been procured by the direct Influence of Government, and I do not think that Cattle thus obtained should be allowed to become a Source of Emolument to those Contractors. I am likewise convinced that, under the Contract System, there

there would be no Chance that such Responsibility would be imposed upon the real Owners of the Cattle, as would in any Degree secure the Public Service from the most mortifying and ruinous Disappointments; but as I am persuaded that the Contractors have made great Exertions, it is by no Means my Wish to distress them; and I therefore entirely approve of your not pressing them for Payment of the Bills drawn upon them in favour of the Revenue Treasury for Money advanced by the Company's Collectors for the Purchase of Cattle.

" The Two small but disadvantageous Contracts which I entered into, the Agencies that I established in the Beginning of June, and the Purchases that I ordered to be made on account of the Public since that Period, which Measures Mr. Cockburne in his Letter of the 12th instant calls Counteractions of the Contract, were not Acts of Choice, but of absolute Necessity.

" At that Time, our Distress for Cattle was so pressing, that most of the Field Pieces were drawn, and a considerable Part of the Camp Equipage was carried, by the Troops, and a large Proportion of the Commissary's Stores were conveyed upon the Heads of Lascars.

" The Sickness which the Change of Season, added to this extraordinary Fatigue, occasioned in the Army, called for the Application of immediate Remedies; for, after one March, no less than Forty Lascars were sent to the Hospital.

" Those Remedies could only be found by the Means that I adopted; for I am sorry to be obliged to say, that there was a greater Inattention to the Performance of the Contract on that critical Occasion than I had ever before observed; as, to my Knowledge, Bullocks were obtained daily from the Mahratta Camp at reasonable Rates, both on the public Account and by private Officers, whilst the Contractors Agent in Camp did not, during that Period of Difficulty, procure a single Bullock for the public Service; to which I must add, that the Exertions which I was obliged to make in the Manner that I have stated, ought not to have been considered by the Contractors as Counteractions of the Contract, because no Infringement was made on the Part of the Public on any of its Conditions; and I then declared to one of the Contractors in Camp, and to the Agent for the Contractors, that I expected they would do every Thing in their Power, both at that Time and in future, to provide the utmost possible Number of Bullocks for the public Service on the Terms of the Contract.

" We have no Reason to complain of the Desertion of the Dooley Bearers, and I believe they will go on very well upon the present Footing; but the Bullock Drivers who are delayed much longer on a March, and who must afterwards fetch Forage for their Cattle, as well as look out for Provisions for themselves, are no doubt in a different Predicament; and on that Account I will, as an Encouragement for them to engage with you, agree to furnish them with Two Seers of Grain per Week at a moderate Price, from the Time the Army shall proceed again from Bangalore towards the Enemy's Capital.

" It may at the same Time be explained to them, that there is very little Probability that any of the Followers of the Army will be again exposed to the same Distress which they experienced on our last March to Seringapatam, as there is every Reason to expect that they will constantly find a sufficient Supply of the coarser Grain from the Mahratta Bazar. (a)

" Camp, Seven Miles West of Ryacottah,
July 27th 1791.

(Signed) " Cornwallis."

Read, from Book 734, the following Extract of a Consultation of the 20th June 1787, beginning at Page 179 of the same Book.

" Fort William, 20th June 1787.

" At a Council; Present,
Right Honble. Charles Earl Cornwallis, K. G. Governor General, President;
and the Honble. Charles Stuart.
Sir John Macpherson Bart. absent from the Presidency.
John Shore Esquire indisposed.

" Right Honble. Charles Earl Cornwallis, K. G.

Secret and
Military Dept.

" My Lord,

" The present Rates (as fixed by the late Board of Ordnance) for furnishing the Field Carriages of this Establishment being high, and admitting of Retrenchment, I beg Leave to lay a State of them before your Lordship, specifying at what they are now charged, and at what Price they may be furnished in future, by which it will be seen that a considerable Saving may be made to the Company in the future Supply of that Article.

" The high Rates at which the Gun Carriages now stand is chiefly owing to the Dearth of the Materials during the late War, when their Prices were fixed. The Experience of my Predecessor and self, in the Manner of conducting the Business, has likewise assisted in reducing the Prices, and enabling me to offer to make them in future on so much lower Terms. (b)

(Signed at the End of the Letter)

" Fort William,
19th June 1787.

" C. R. Deare,
Commissary of Stores"

(a) Vide Appendix, N° CCCC I.

(b) Vide Appendix, N° CCCC II.

Read, further Extract from the same Consultation, beginning at Page 181 of the same Book.

" Agreed, for the Reasons stated in the Governor General's Minute, that the Terms offered by the Commissary of Stores for supplying Field Gun Carriages, Tumbrils, &c. be accepted.

" Ordered, That a Copy of the new Rates be transmitted to the Military Board for their Information and Guidance in the Examination of the Bills for the Articles therein specified; and that they be informed that these Rates are adopted instead of the former. (a)

(Signed at the End of the Consultation)

" Cornwallis,
Cha' Stuart."

Read, from Book 752, the following Extract of a Letter from the Court of Directors to the President and Council of Fort St. George, dated 11th April 1792, beginning at Paragraph 30 of the same Letter.

" Par. 30. In our Military Dispatch of the 4th August last, we expressed great Doubts as to the existing Contract for providing the Army with Draft and Carriage Bullocks, and directed it to be revised. We now find from your late Correspondence with Lord Cornwallis, that it is totally insufficient both in its Principles and Formation for answering its intended Purposes. His Lordship has therefore shewn great Zeal for the Service, in his Endeavours to procure the necessary Supply for the Use of the Army by other Means. We observe that his Lordship's Objections are not merely confined to Defects in the Contract itself, but convey a direct Opinion of the utter Impossibility of executing the Business of the Bullock Department by Contract. Such being his Lordship's Opinion, we hope he will have had sufficient Leisure to form and recommend to our Consideration such a Plan for the future Management of this Department, as may be better calculated to promote the Good of the Service.

(Signed) " Jacob Bosanquet, J. Smith Burgefs,
Abram Roberts, F. Baring,
Paul Le Mesurier, John Roberts,
Tho' T. Metcalfe, W^m Money,
John Hunter, Simon Frazer,
Cha' Mills, D. Scott,
Jn^r Travers, Geo. Tatem,
Stephen Williams, Tho' Parry,
John Townson, W^m Bensley."

Read, also, from Book 753, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 25th April 1792, beginning at Paragraph 51 of the same Letter.

" Par. 51. We entertain a due Sense of your Zeal for the Service in the early Measures that were adopted after the Battle of Seringapatam, for supplying the Army with Bullocks, and various other necessary Articles to enable it again to take the Field; but which, with respect to the Bullocks, were rendered unnecessary by the Exertions of the Government of Madras; and you have assigned very satisfactory Reasons for your having deviated, in a certain Degree in the Manner of providing these Supplies, from the Contract System; a Subject which will be noticed more at large in another Department.

(Signed at the End of the Letter)

" W^m Money, F. Baring,
Stephen Williams, J. Smith Burgefs,
Tho' T. Metcalfe, John Roberts,
W. Devaynes, John Hunter,
Step. Lushington, Lionel Darell,
Tho' Fitzhugh, Nath' Smith,
T. Pattle, Jn^r Travers,
W. Elphinstone, W. Ewer."

Further Proof to justify Transfer of this Business from a Contract to an Agency.

Read, from Book 749, the following Extract of a Letter from the President and Council at Fort St. George, dated 19th September 1791, to the Court of Directors, beginning at Paragraph 24 of the same Letter.

" Honourable Sirs,

" Par. 24. Your Honourable Court will have observed by the last Dispatches, that our Exertions to procure Draft and Carriage Bullocks for the Army had been attended with the most

complete Success; and that we had collected the Number which had been stated by Lord Cornwallis to be necessary for the Prosecution of the War. We have now to acquaint you that his Lordship has informed us, that he deemed it necessary to put the Cattle procured by the Exertions of Government under the Management of a Public Agent; as he was sorry to say from Experience, that the Bullock Contract had been a Delusion of a most dangerous Nature to a Commander in Chief of an Army.

" 25. We expressed to Lord Cornwallis our sincere Concern at the Disappointment he had suffered with respect to the Bullock Contract. We assured him that whatever Plan he might think most advisable for the future Conduct of this essential Part of the Service, would have our fullest Concurrence; and we requested to be furnished with such Information as he might think necessary to afford us, with regard to the Defaults of the Contractors.

" 26. Having communicated to Mr. Cockburne, one of the Contractors, the Opinion entertained by Lord Cornwallis of the Contract, and the consequent Arrangement which had been made, he addressed us on the Subject, stating the Situations in which the Contractors feel themselves, owing to the Dissatisfaction which his Lordship had expressed, and the heavy Loss they must sustain if some Relief were not afforded them; and shewing, that the Failure of the Cattle during the March of the Army to Seringapatam did not proceed from any Inattention on the Part of the Contractors, but to Causes that could not be provided against, viz. the Want of Forage, the Severity of the Service, and the Inclemency of the Weather.

" 27. We transmitted to Lord Cornwallis Copies of Mr. Cockburne's Letters, and observed that we should be wanting in Justice to that Gentleman if we omitted to notice, that the Zeal and Activity which he had manifested in Aid of our Exertions to procure Bullocks for the Army, were deserving particular Approbation. We informed his Lordship at the same Time, that, as the Supply of Bullocks now preparing was to be considered the Company's Property, we should discharge the Sums which the Contractors had advanced, or were to be answerable for, on that Account.

" 28. We beg Leave to refer your Honourable Court to our Proceedings of the 2d ult. for Lord Cornwallis's further Observations regarding the Defect in the general Principles of the Bullock Contract; but before we close the Subject, it will be right to mention, that his Lordship observed it was not by any Means his Intention, in pointing out the Defects of the System, to cast any Reflection on the Characters of the Gentlemen who held the Contract; and that he thought it in particular a Justice due to Mr. Cockburne to declare he entertained so high an Opinion of his Zeal and Ability, that if it were possible to execute the Business of the Bullock Department by Contract, he (Mr. Cockburn) would be the Person most likely to accomplish it.

(Signed at the End of the Letter)

" Cha' Oakeley,
W^m Petrie,
J. Huddleston."

Read, also, from Book 700, the following Extract of a public Letter from the Governor General and Council at Bengal to the Court of Directors, dated the 12th August 1791, beginning at Paragraph 144 of the same Letter.

" Honble. Sirs,

" 144. We need scarcely observe to your Honourable Court, after the Detail we have entered into in the former Part of this Address on the Subject of certain Contractors, under the Heads of Canton, Fort St. George, and Bombay, that the Subject of Contracts in general, and Contracts which are from their Nature connected with Military Operations in particular, have, from late Occurrences, commanded our Attention with more than common Force. The Subject is indeed of the highest Importance in all its Branches to the Prosperity of the Company, but the Consequences to be apprehended from an unexpected Failure at the most critical Period, in Contracts intended for the Supply of the Armies, were they to take Place in their possible, and by no Means improbable Extent, may be fatal to the Security of its Dominions in India.

" 145. It would be superfluous to enter more fully on this important Subject in this Place, further than to recommend to your most serious and deliberate Attention, Two Statements of existing Contracts, which, in consequence of our Orders, were laid before us on the 29th July; our Observations upon them, and upon the Contract System in general, as it applies to the Operations of War, and to the Occasions of pressing Necessity, with which a State of Hostility must ever be attended. We have the Honour to forward these Papers, Numbers in the Packet. (a)

(Signed at the End of the Letter)

" Cha' Stuart,
Peter Speke,
W^m Cowper."

The Counsel for the Defendant stated, that the remaining Document upon this Head was to shew that the Principle pursued by the Defendant, with respect to the whole of this Subject, had been confirmed by the Experience of all the other Presidencies since, and by the Court of Directors.

Read, from Book 750, the following Extract of a Consultation of the 9th July 1791, beginning at Page 634 of the same Book.

“ At a Council; Present,
The Honble. Charles Stuart,
Peter Speke,
and } Esquires.
William Cowper,

Earl Cornwallis K. G. Governor General, and Commander in Chief, absent on the public Service.

“ Minute of the Board.

“ The Board taking the preceding Statements into Consideration, think proper to record in this Place the following Observations upon them.

“ Waiving for the present the Discussion of the general Question relative to the Excellence of the Contract System (which under suitable Circumstances cannot be denied to possess the Advantages contended for by its Advocates), the Board will content themselves with pointing out its Operations so far only as the Supply of the Army during a War, or the Relief of our other Settlements, on Occasions of pressing Necessity is concerned.

“ Of the Contracts enumerated in the Statement before the Board, it is obvious that several are of a Nature, a Failure in which could only be productive of Loss or Inconvenience in a certain determinate Extent; even the China Remittance negotiated by Mr. Cotton, whatever the Event of it may be, and considerable as the Amount of it is, falls under this Description. The Case however is widely different in regard to Contracts, upon the punctual Performance of which the Fate of an Army, or the Preservation of a Settlement, may most materially depend.” (a)

Read, a further Extract from the same Consultation, beginning at Page 641 of the same Book.

“ The Contract System derives the Excellence or Advantages which it possesses from a different State of Mercantile Credit. It may be a safe and proper Mode of effecting an economical and unobtrusive Expenditure of public Money in England, but it is always hazardous, and often mischievous in India. Here either the lowest Offer must be accepted or rejected at the Peril of Government, who will always reluctantly exercise their Discretion upon such rigorous Terms, however aware they may be that (generally speaking) the lowest Proposer the worst Performer. The Sufficiency of the Security alone is to be considered; but by what Standard is a Point of such Delicacy to be ascertained. A Man may be generally reputed responsible, and may be deemed so by the Board collectively and individually, yet the Event may suddenly prove him to be a Bankrupt; or if his Competency should be privately doubted, how is private Knowledge or Suspicion to be made a Ground of public Proceedings: These are not imaginary Difficulties; they have occurred but too often.

Minute
and Resolu-
tions of the
Board conti-
nued.

“ But admitting the Penalty to be realizable in every Case; admitting that by pressing the Securities at the Hazard of overthrowing, or at least of shaking it to its Foundation, the whole Fabric of Mercantile Credit (and thereby perhaps multiplying the Risks of the Company) no actual pecuniary Loss be incurred, how will the Account ultimately stand. The Advances issued for the Erection of an Hospital, or the Repair of a Road, may be recovered; the Penalty annexed to a Failure in such Engagements may be exacted and received. It may happen, even that a Contractor may gain more by paying this Penalty, than by performing his Covenant. Disappointment in these Cases is followed in a certain Degree by Compensation: but what Punishment, what Forfeiture, what Money can compensate for a Country depopulated by Famine, or for an Army lost, or an Expedition frustrated, by the Avarice of a Bullock, a Grain, a Victualling, or a Ship Contractor.

“ Failure however, it ought to be observed, may not always proceed from absolute Avarice or Rapacity in a Contractor. His Engagements were perhaps concluded in the midst of a profound Peace, and his Calculations framed accordingly. If under such a Circumstance a War breaks out, he may possibly be reduced to the Alternative of ruining either himself or the Service. This is surely a Situation in which no Man ought to be placed; this is a Foundation on which certainly no important public Interests should rest.

“ It is not the Intention of the Board to contrast with the enormous Evils liable to arise from an Adherence in this Country to the Contract System, the Advantages derivable in certain Circumstances from a well regulated Agency. They will be satisfied if the preceding Reflections (which

(a) Vide Appendix, N° CCCCIV.

are the Result of Experience and the pure Tribute of Public Duty) should have the Effect of attracting the serious Attention of their Superiors at home, who doubtless, whenever the present Question shall become the Subject of their Deliberation, will not be unmindful of the Benefit which has accrued from the Measures of providing the Investment by Agency, instead of Contract, and which, joined to other Instances in other Departments of well managed Agency, would appear to prove that the Interests of the Company are, after all, better understood and better attended to by Men whose sole or principal Dependence is upon their Service and Patronage, than by Persons who unconnected with the former are almost wholly precluded from the latter. (a)

(Signed at the End of the Consultation)

“ Charles Stuart,
Peter Speke,
William Cowper.”

The Counsel for the Defendant stated, they should next proceed to give Evidence on the Subject of the Appointment of Mr. Auriol; and first to shew, that, at the Time of the Appointment of Mr. Auriol to be Agent for Supplies to Madras, there was every Probability of a Famine there.

Read, from Book 742, already delivered in, the following Extract of a Consultation of the 24th August 1780, beginning at Page 314 of the same Book.

“ Fort William, the 24th August 1780.

“ At a Council; Present,

The Honble. Warren Hastings Esquire, Governor General, President;

Edward Wheler Esquire.

Mr. Francis indisposed.

Sir Eyre Coote absent on a Visit to the different Stations of the Army.

“ Read the following Letter from the President and Council at Fort St. George.

“ Gentlemen,

“ The Distress likely to ensue from the Failure of the common Resources for supplying the Settlement with Grain, which must inevitably happen whilst the present Troubles in the Carnatic subsist, render it an indispensable Duty in us to take every Precaution to prevent so shocking a Calamity: We have, in consequence, suspended the Collection of the Import Duty on Grain at this Port, until the 1st February next; and we earnestly entreat, that you will use every Exertion to encourage the Exportation of Rice from Bengal to this Place, and that you will further invest a Quantity on Account of the Honble. Company, to be sent hither in September or December next.

“ Fort St. George,
28th July 1780.

(Signed at the End of the Letter)

“ John Whitehill.”

(And at the End of the Consultation)

“ Warren Hastings,
Edw^d. Wheler.”

Read, from Book 550, already delivered in, the following Extract of a Consultation of the 14th December 1780, beginning at Page 36 of the same Book.

“ Fort William, 14th December 1780.

“ At a Council; Present,

The Honble. Warren Hastings, Governor General, President;

and

Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote, absent on Command at the Presidency of Fort St. George.

“ The following Letter from Lieut. General Sir Eyre Coote, having been received since the last Meeting of the Board, it was circulated for the Perusal of the several Members.

“ Gentlemen,

“ When at Camp, I was surprised to regard their Supply of Provisions, which I found came in so scanty, as to be scarcely sufficient for One Day's Expence.

“ The Town of Madras now live on the Supply lately come from your Quarter, of which there is not enough in Store for One Month's Expenditure. The Country around affords us no Assistance: They promise a Supply of Grain from the North, but none is likely to arrive soon: In short, we have no certain Dependence but from Bengal. I must therefore request that you afford us

every Assistance, by sending constant Supplies, and giving every Encouragement to the Importation of all Kinds of Grain to this Place. (a)

" Fort St. George,
10th Nov. 1780.

(Signed at the End of the Letter)

" Eyre Coote."

(And at the End of the Consultation)

" Edw^d Wheler."

Read, also, a further Extract from the same Consultation, beginning at Page 46 of the same Book.

" Agreed, that the following Letter be written to Lieutenant General Sir Eyre Coote.

" Sir,

" We are sorry to hear of the great Scarcity of Provisions of which you complain, and shall do all that we are able to furnish Fort Saint George with Supplies of Grain from hence. The large Quantity of Rice which Mr. Fergusson engaged to deliver at that Presidency, is all shipped, and we have lately appointed an Agent for providing several Kinds of Grain, for their Service, in any Quantities which he may be able to procure. (b)

(At the End of the Letter)

" We are, &c."

To shew, an encreasing Scarcity of Provision subsequent to Mr. Auriol's Appointment, notwithstanding all the Exertions made by the Government of Bengal,

Read, from Book 567, the following Extract of a Consultation of the 25th January, beginning at Page 280, of the same Book.

" Head Quarters, Saint Thomas's Mount, the 20th December 1780.

" Gentlemen,

" My former Letters acquaint you of the Scarcity of Provisions; our Distresses on that Score have increased daily. It is now Fifteen Days since the Europeans of my Army have had a fresh Meal Day, that is, since the Day I marched from Cantonments here has not been any One Day enough of Rice for the Sepoys, indeed for the first 30 Hours there was not a Grain in the Bazar. I have therefore been under the Necessity of having Recourse to the Garrison Store; this I confess I do with Reluctance: As yet no Supplies have come from the North, nor any more from your Quarter since my Arrival. There is not at present a Maund of Grain to be purchased in the Settlement; so that our Cavalry, Draught and Carriage Bullocks, are now fed on what little Paddy can be got. The Draught and Carriage Bullocks are still very deficient; and even in the short March from Chorilly Plain to the Mount, gave too striking a Proof of their Inability to go through a Campaign, by the Difficulty with which they drew our Artillery: Experiencing these Difficulties, I may say at our own Door, I leave it to yourselves to judge what might be our Situation, were I immediately to proceed to a greater Distance. (c)

(Signed at the End of the Letter)

" Eyre Coote."

(And at the End of the Consultation)

" Edw^d. Wheler."

The Counsel for the Defendant stated, they should next refer to a Letter from Sir Eyre Coote, dated 7th January 1781, in Page 1572 of the printed Minutes; to a Letter from Mr. Smith to the Governor General, dated March 22d 1781, in Page 1573-4 of the printed Minutes; to another Letter from the same to the same, dated March 26th 1781, in Page 1574-5 of the printed Minutes; to a Letter from Fort Saint George to the Government at Bengal, dated April 1st 1781, in Page 1575-6 of the printed Minutes; to another Letter from the same to the same, dated May 13th 1781, in Page 1580 of the printed Minutes; to a Letter from Mr. Smith to the Governor General at Bengal, dated 11th June 1781, beginning in the same Page of the printed Minutes; and to another Letter from the same to the same, dated June 5th 1781, in Page 1581 of the printed Minutes.

(a) Vide supra Appendix, N^o CCXL.

(b) Vide supra Appendix, ibid.

(c) Vide supra, Page 1569; also Appendix, N^o CCXLII.

Read,

Read, from Book 518, the following Extract of a Secret Consultation of the 22d October 1781, beginning at Page 496 of the same Book.

Secret Dept.
Monday.

“ Fort William, the 22d October 1781.

“ At a Council; Present,
Edward Wheler,
and
John Macpherson, } Esquires.

The Honble. the Governor General, absent on a Visit to the Northern Provinces.
Lieutenant General Sir Eyre Coote, absent on Service at Fort St. George.

From Fort
St. George.

“ Read the following Letter from Fort St. George.

“ Honble. Sir, and Sirs,

“ The Army having been entirely supplied with Provision from hence, and the Consumption of this Settlement so encreased by the Fugitives from the Cruelties of Hyder, we now, notwithstanding the great Importations of Grain from Bengal and the Circars, have not 1000 Bags in Store; there are about 18,000 Bags in divers Vessels in the Road. From the List you sent us of Ships said to be bound from Calcutta with Grain for the Account of Company and Individuals, there remains 70,000 Bags of Rice to arrive yet here; but by a Calculation of the Consumption of that Article, restrained as it has been by the high Price it bore, and by Regulations in the Vent of it, it is evident that nothing less than a Supply of 150,000 Bags will prevent, before the End of the Year, a Famine here, of the Approach of which there appears already some most affecting Symptoms. Our Letters from the Circars, though they mention Abundance of Grain, declare also, the Impossibility of sending it to us through Want of Tonnage. We have indeed taken up the few Ships that could be had here to bring us Provisions from thence, but the Whole is inconsiderable, comparatively to the Prospect of our Wants, and it is from your Hands, whose Liberality in furnishing us Troops, Money, and Provisions, we have so long and so much experienced, that we must expect our chief Support.

“ We must observe, that we had no Assistance of any Kind from the Southern Parts of this Coast; many of the Ports are in Possession of our European or Indian Enemies, which has greatly interrupted the Communication; and the Seizure, by some of his Majesty's Squadron, of Vessels laden with Grain for this Market, as belonging to Black People residing under the Protection of the Dutch, is thought to have deterred many others in their Neighbourhood from venturing out with Supplies for us.

“ To the Continuance of these Evils we are not yet able to foresee a Termination; for though the Bravery and Discipline of our Troops, and the Ability and Experience of Sir Eyre Coote, have been attended with repeated Victories, yet such are the Difficulties that obstruct his Progress, such is the Facility the Enemy possesses of overrunning and desolating the Country, that the General entertains but little Hope of enabling us to draw any Supply of Food or Treasure from it. He has not been able hitherto to penetrate far into the Country, either to the Relief of our remote Garrisons, or to the Attack of the principal Forts held by Hyder.

“ As the whole Conduct of the War has been entrusted to him, in consequence of a Resolution of the late Administration here, we have applied to him for a Communication of his Intentions, absolutely necessary to be known to us now, though hitherto we have contented ourselves either with exerting our Authority in the Manner he desired, or transferring it to him for the Purpose of forwarding his Measures. He is now engaged in an Attempt to relieve the Garrison of Vellore, and possibly to attack Arcot, of which the Event will no Doubt determine his future Plans; on which, and on the Necessity of our Situation, the Resolutions of this Presidency will be founded. If the Enemy should still continue his Depredations in the Carnatic, thereby depriving us in Fact entirely of the Benefit of it, we must, with regard to all effectual Resource, consider ourselves as immured within the Walls of Fort St. George; and were even the Enemy to withdraw from our Neighbourhood, so effectually have all Traces of Cultivation disappeared, so destroyed are the Villages, so ruined and dispersed are the Individuals who were employed in Tillage, that the Inhabitants of the Towns can, during Part of next Year, as well as in the End of the present, be by no other Means preserved from Famine than by external Resource, mostly from your Government. (a)

(Signed at the End of the Letter)

“ Macartney,
Anth^y Sadler,
W^m Williams.”

(And at the End of the Consultation)

“ Edward Wheler,
John Macpherson.”

Read, from Book 83, the following Extract of a Consultation of the 25th February 1782, beginning at Page 401 of the same Book.

" Fort William, the 25th February 1782.

" At a Council; Present,
The Honourable Warren Hastings, Governor General, President;
Edward Wheler, }
and } Esquires.
John Macpherson, }

Secret Dept.

" Received a Letter as follows from Fort St. George.

" Honble. Sir, and Sirs,
" We have had the Honour of receiving your Letter of the 26th December last, and have a perfect Sense of the zealous and judicious Efforts of your Government, both in affording us Supplies, and in counteracting the invading Enemy.

(Signed at the End of the Letter)

" Macartney,
Anth^y Sadlier,
W^m Williams.

(And at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson."

Read, a further Extract from the same Consultation and same Letter, beginning at Page 403 of the same Book.

" Indeed we have many Causes to be sensible of your unremitted and zealous Attention to the Safety and Welfare of every Part of this Coast, and given, what alone was in our Power, ample Testimony of your Exertions in all our Letters to our Honble. Employers."

Read, from the same Book, the following Extract of a Consultation of the 11th March 1782, beginning at Page 544 of the same Book.

" Fort William, 11th March 1782.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler, }
and } Esquires.
John Macpherson, }

Lieutenant General Sir Eyre Coote, K. B. absent on Service at Fort St. George.

Secret Dept.

" Extract of a Letter from Fort St. George.

" We need not observe to you that your Assistance is now become more necessary to our Preservation than ever. If you can enable us to pay and subsist our Army, and the expected Reinforcements, we doubt not of frustrating the Designs of our Enemies, but without those Aids, the worst Consequences may be apprehended; but you may rely on every Exertion on our Part to prevent them from happening. (a)

(Signed at the End of the Letter)

" Macartney,
W^m Williams,

(And at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler,
John Macpherson."

Read, from Book 534, the following Extract of a Secret Consultation of the 11th March 1782, beginning at Page 193 of the same Book.

" Fort William, the 11th March 1782.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler }
and } Esquires.
John Macpherson, }

Lieut. General Sir Eyre Coote, absent on Service at Fort St. George.

" Read a Letter as follows from the Agent of Supplies.

" Gentlemen,

" Having been ordered to lade as many of Mr. Touchet's Vessels with Rice for the Presidency of Fort St. George as could be ready to sail by the 25th ultimo, I accordingly completed the loading of 20 with 14,432 Bags of Rice, and they proceeded down the River as low as Fulta, where they have since been detained by the very strong Southerly Winds which have prevailed for some Time past.

" As the Southerly Monsoon, though remarkably early, appears now to be thoroughly set in; and as it is the general Opinion of the seafaring People that these Vessels are incapable of effecting a Passage against it; I think it my Duty to report to the Board that they are yet advanced no farther than Fulta, (whence however Mr. Touchet assures me that he thinks they may proceed in the ensuing Spring, if the Weather is at all moderate), and that by the Accounts which I have received, some of them have been damaged by the extraordinary Violence of the Wind and Rapidity of the Stream. (a)

(Signed at the End of the Letter)

" J. P. Auriol,

Agent for Supplies to the other Presidency.

(And at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler,
John Macpherson."

To shew, that the above Appointment, stated in the Charge to have originated in pursuance of a prodigal and corrupt System of Government on the Part of Mr. Hastings, was acknowledged by Lord Macartney to have been one of the leading Causes to which the Preservation of that Settlement was owing,

Read, from Book 743, the following Extract of a Letter from Lord Macartney to the Secret Committee, dated 31st October 1781.

" Fort St. George, October 31st 1781.

" Gentlemen,

" I am happy to do Justice to the Governor General and Council of Bengal, for their great Exertions in supplying us with Money and Provisions. To those Exertions I consider the Preservation of this Settlement to be in a great Measure owing. (b)

(Signed at the End of the Letter)

" Macartney."

The Counsel for the Defendant stated, they should proceed to the next Subject of Accusation, namely, the Appointment of Mr. Auriol to be Agent of Supplies to the other Presidencies; and, in Answer to the Charge, that this was done, although extraordinary Supplies were not wanted by them, they should shew, that the other Presidencies were in Want of Supplies.

Read, from Book 26, the following Extract of a Consultation of the 24th July 1780, beginning at Page 776 of the same Book.

" Read a Letter and Enclosures from Bombay, as follows :

" Gentlemen,

" In order to prevent as far as we can an apprehended Scarcity of Grain, we have sent round Two of the Company's Ships to Madras for Cargoes of Rice; and, we request you will encourage the Exportation of that Article from Bengal for the Service of this Presidency.

" We have the Honour to be, &c.

" Bombay Castle,
6th June 1780.

(Signed)

" W^m Hornby, &c.
Select Committee.

(And at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler."

Read, also, from Book 28, the following Extract of a Consultation of the 11th September 1780.

" Fort William, 11th September 1780.

" At a Council; Present,

The Honourable Warren Hastings, Governor General, President;

Philip Francis, } Esquires.
Edward Wheler, }

Lieutenant General Sir Eyre Coote.

" Read, the following Letter, from the President and Council, at Bombay.

Pub. Dept.
Monday.

(a) Vide Appendix, N^o CCCCIV.

(b) Vide Appendix, N^o CCCCVI.

" Honble. Sir, and Gentlemen,
" We shall shortly send round to Bengal our Honourable Masters Ship the Duke of Grafton, ^{Bombay, 30th July.}
with a Cargo; and if it should be in your Power to furnish a Cargo for her, we request you will dispatch her to England, as we are doubtful of our Ability to provide for the Ships expected this Season from England, and for that Reason unwilling to lessen our present Stock of Goods. Our Motives for sending round this Ship will be more fully explained when she is dispatched; and, if it should not be convenient to you to detain her, we request she may be returned loaded with Rice.

" We are, with Respect, &c.

" Bombay Castle,
30th July 1780.

(Signed)

" W^m Hornby,
Jⁿ Carnac,
D. Draper,
N. Stackhouse,
W^m Ashburnham,
Andrew Ramsay,
Thomas Day.

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler."

Read, from Book 744, the following Extract of a Consultation of the 1st of April 1783, beginning at Page 107 of the same Book.

" Fort William, the 1st April 1783.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and
John Macpherson, } Esquires.

Pub. Dept.
Tuesday.

" Received the following Letter from the Agent for Supplies.

" Gentlemen,

" Such probably would have been the Case with the Contract, which the Presidency of Bombay informed the Honble. Court of Directors they could have concluded for Rice, deliverable at Bombay at Rupees 5 : 3 P. Bag, at the Time when my Consignment to them was so much higher; at least it is clear the Contractor would have been a considerable Loser by such a Bargain, for only the Freight to Madras, which is less than Half the Distance, was 4 Rupees per Bag, and the Price of Grain thereabout 9 Rupees per Bag. I very much doubt whether the Contract which was entered into afterwards by the Presidency of Bombay, and advised of in their Letter of 17th August 1781, for 50,000 Bags of Rice was ever fulfilled by the Contractor. Indeed I have good Reason to believe it was not; but the only fair Way of drawing a Comparison is, from the current and relative Prices at each Place at the same Point of Time. I wish I could say with Precision what was the Price of Grain at Bombay, when the Consignments from hence arrived there. At Madras I am sure there was always a Profit upon them, and sometimes a high one; I mean the Difference between the Invoice and the Market Price which I stated particularly in my Letter of the 21st January 1782, and which is since greatly increased.

" If the Presidency of Bombay have it in their Power to make Contracts so much cheaper than the Supplies which they receive from this Government, I must confess it appears extraordinary to me that they should have lately indented to you for 40,000 Bags of Rice. It is proper also to take Notice that my Accounts are in Current Rupees, those of Bombay in Rupees of a much higher Denomination. (a)

" Fort William,
24th March 1783.

(Signed at the End of the Letter)

" J. P. Auriol.

(And at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson,
John Stables."

The Counsel for the Defendant stated, they should next produce Evidence applying to Bencoolen and Saint Helena.

Read, from Book 428, the following Extract of a Consultation of 22d October 1781.

Pub. Dept.
Monday.

" Fort William, the 22d October 1781.

" At a Council; Present,
Edward Wheler,
and
John Macpherson, } Esquires.

The Honble. the Governor General, absent on a Visit to the Northern Provinces.
Lieut. General Sir Eyre Coote, absent on Service at Fort St. George.

" Gentlemen,

" It is well known that the Stores and other Necessaries required by the different Presidencies from Bengal were formerly provided and sent from the Buxey's Office, but Complaints were too frequently received of the Badness of their Quality, especially from the Island of St. Helena. No such Complaints I trust will be made against the Articles furnished by me, as I have taken particular Care to procure the best, and at the most favourable Markets; yet by comparing the Invoices sent by me to Saint Helena, and those dispatched in former Years, it will be found that the Rate of Charges on the latter, though the Amount be small, exceed mine very considerably, and it must be allowed that the actual Price of every Thing is greatly increased within these few Years; to elucidate my Assertion I need only refer to the Invoice Book in the Accountant General's Office. I could draw a Comparison also between the Price of Articles furnished; but as this must depend upon the Quality of the Goods and the fluctuating State of the Markets no exact Criterion can be fixed.

" The Stores required of late Years by the Presidency of Fort Marlbro', have been purchased by their own immediate Agents, in order to obviate the Inconveniencies of being furnished with Assortments of inferior Kinds; but the Contracts entered into by the Settlement for Freight, and the other Engagements which they have concluded for obtaining their Supplies (I have Reason to think, though I cannot ascertain it) will be found more expensive and uncertain than the Mode now adopted. (a)

(Signed at the End of the Letter)

" J. P. Auriol.

(And at the End of the Consultation)

" Edward Wheler,
John Macpherson."

The Counsel for the Defendant informed the House, that the Charge having stated ' that the Defendant gave Mr. Auriol a Commission of 15 per Cent. although he required only the usual Commission, and though the Defendant knew that 5 per Cent. was the customary Allowance to Merchants employed in Transactions of the like Nature; ' they should next shew, that the Commission alledged in the Charge as having been given to Mr. Auriol, was the usual Commission in such Cases.

Read, from Book 210, the following Extract of a Revenue Consultation of the 17th March 1775, beginning at Page 1104 of the same Book.

" Fort William, 17th March 1777.

Rev. Dept.
Friday.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Clavering,
The Honble. George Monson,
Philip Francis Esquire.
Mr. Barwell absent.

Mr. Francis's
Minute re-
garding Mr.
Livius, who
is appointed
Military
Storekeeper.

" The Office of Military Storekeeper having been now for a considerable Time vacant, and no Person having yet been proposed for that Office by any Member of the Board, Mr. Francis begs Leave to remind the Board of the strong Recommendation and high Character which we have received from the Court of Directors of Mr. George Livius, and to propose him to the Consideration of the Board for the above Vacancy.

" His declining the Post of Sub-Accountant in Favour of Mr. Larkins, who had for a long Time executed the laborious Duties of it with the greatest Credit, is an additional Incitement to Mr. Francis to endeavour to carry the Intentions of the Honble. Court of Directors in Mr. Livius's Favour, as soon as possible, into Effect. Mr. Francis begs Leave to add, from his own Knowledge, that Mr. Livius's Character does, in every Respect, correspond with, and justify the urgent and powerful Recommendation given of him by the Honble. Court of Directors.

" Agreed to by the Board.

(Signed at the End of the Consultation)

" J. Clavering,
Geo. Monson,
P. Francis."

Read, from Book 691, the following Extract of a Consultation of the 17th of August 1775, beginning at Page 68 of the same Book.

“ Fort William, the 17th August 1775.

“ At a Board of Inspection; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
Lieur. General John Clavering,
The Honble. George Monson,
Richard Barwell,
and
Philip Francis, } Esquires.

Thursday,

“ Mr. Francis.—The several Checks which have been established by the Board of Ordnance upon the Provision, Issue, and Expenditure of Military Stores, and which did not exist before the Institution of that Board, make it impossible, in my Opinion, for any Fraud, Overcharge, or Embezzlement, to happen in the Storekeeper's Department, without being liable to immediate Detection; in other Respects I think it will be greatly for the Benefit of the Service, and cheaper to the Company, than any Mode yet adopted, that the Storekeeper should provide the Stores at the Price fixed in the Book of Rates, and be allowed a Commission as Agent for his Risk and Trouble. It is to be observed, that he can deliver no Stores, but according to Indents first passed and approved by the Board of Ordnance; that that Board are to judge of the Quality of the Stores, in case of Dispute, and oblige him to take back such as they disapprove; that the Custody and Expenditure of the Stores are now committed to the Commissary of Stores; and, what I consider as an Argument of principal Weight, that the Storekeeper is responsible with his Office for Misconduct in any Branch of it. It is therefore my Opinion, that the Storekeeper's Proposal be accepted for One Year.

Mr. Francis
Opinion on
Proposals for
the Supply of
the Military
Stores.

“ Mr. Barwell—I concur in Opinion with Mr. Francis.

“ Colonel Monson—I am of the same Opinion with Mr. Francis, that the Storekeeper's Proposal be accepted for One Year.

“ General Clavering—I am of the same Opinion with Mr. Francis, that the Storekeeper's Proposal should be accepted for One Year.

“ Governor General.—It has always been my Opinion, and frequently declared, that the Heads of Offices are the fittest, and (other Circumstances equal) the best qualified by their Offices for supplying the Stores wanted for their Offices, whether by Agency with a fixed Commission, or by a reasonable Contract, is immaterial, with the Exception of those Offices in which the same Stores are provided and expended. The Military Storekeeper has only the Provision and nominal Charge of the Stores, but not the actual Charge nor Expenditure. The Commissary of Stores is an immediate Check upon him and the Colonels of Brigades, with every Officer holding a separate Command; every Commissary and Quarter Master in the Army are so many subordinate Checks upon both. For these Reasons I approve of Mr. Livius's Proposal, that is, I approve of his being appointed the Agent for the Supply of all Military Stores at the Rates which are fixed by Colonel Dow's Book of Rates, with a Commission of 15 per Cent. But as this in Effect will be the same as a Contract, he should be made liable to a Penalty for Deficiencies, and for that Penalty I recommend the Mode fixed upon in the Advertizements published by the Board of Ordnance.

“ Agreed, That it be an Article in the several Contracts for supplying the Stores, that the Penalty on deficient Deliveries shall be equal to the Contract Price of the Articles which the Contractor shall fail to supply, to be deducted from the Amount of his monthly Bills.

“ Agreed, That the above be communicated to Mr. Adams, and that he be called upon to mention his Securities.

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
George Monson,
Rich^d Barwell,
P. Francis.”

The Counsel for the Defendant stated, they should next shew that a Commission of 15 per Cent. was allowed the Agent for the Provision of Gun Carriages.

Read, from Book 745, the following Extract of a Consultation of the 31st October 1776, beginning at Page 242 of the same Book.

“ Fort William, 31st October 1776.

“ At a Board of Inspection; Present,
The Honble. Warren Hastings Esquire, Governor General, President;
Philip Francis Esquire,
Lieutenant General Clavering and Mr. Barwell indisposed.

“ Read the following Letter from the Secretary of the Board of Ordnance to the Honourable the Governor General and Board of Inspection.

“ Gentlemen,

“ And that he, or the Person to whomsoever the Superintendency of the Work may be committed, be allowed a Commission of 15 per Cent. on the full Cost of the Carriages made up under his Direction. (a)

(Signed at the End of the Letter)

“ Ordnance Office,
26th August 1776.

“ John Murray,
Sec^y B^d Ord.”

Read, a further Extract from the same Consultation, beginning at Page 243 of the same Book.

“ Agreed, that the Plan recommended by the Board of Ordnance for furnishing such Gun Carriages as may be wanted in future for the Service, be approved, and that they may be desired to carry it into Execution. (b)

(Signed at the End of the Consultation)

“ Warren Hastings,
Rich^d Barwell,
P. Francis.”

To shew, that the Allowance to the Agent Victualler of Marines was first 15 per Cent. and then 30 per Cent. upon its being turned into a Contract,

Read, from Book 511, the following Extract of a Consultation, dated 7th September 1778, beginning at Page 120 of the same Book.

“ Fort William, the 7th Sept^r 1778.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Rich^d Barwell,
Philip Francis,
Edward Wheler, } Esquires.

“ Read the following Letter from Mr. D. Cumming.

Mr. D. Cum-
ming.

“ Honble. Sir, and Sirs,
“ As the Marine Establishment for the Defence of Bengal will of course require an Agent of Supplies for all Naval as well as Victualling Stores, I beg Leave to offer my Services in this Capacity; and to supply whatever Stores or Provisions may be wanted, at the usual Advance of 15 per Cent.

(Signed at the End of the Letter)

“ D. Cumming.

(And at the End of the Consultation)

“ Warren Hastings,
Rich. Barwell,
P. Francis,
Ed^d. Wheler.”

Read, also, a further Extract from the same Consultation, beginning at Page 121 of the same Book.

“ Ordered, that the above Letter lie for Consideration.”

(a) Vide Appendix, N^o CCCCIX.

(b) Vide Appendix, *ibid*.

Read, also, the following Extract of a Public Consultation of 14th September 1778, beginning at Page 204 of the same Book.

“ Fort William, 14th September 1778.

“ At a Council ; Present,

The Honble. Warren Hastings, Governor General, President ;

Rich^d Barwell,
Philip Francis, } Esquires.
Edw^d Wheler,

“ Reconsidered the Letter from Mr. David Cummings, recorded the 10th instant.

“ Mr. Barwell.—I move that the Services of Captain David Cummings, as Agent Victualler, and Agent for Supplies for Marine Stores to the armed Vessels, under the Command of Commodore Richardson, be accepted ; and that he be accordingly appointed Agent Victualler and Agent of Supplies for Marine Stores, and that in lieu of all Charges of Salary, &c. to be allowed a Salary of 15 per Cent. on his Purchases of Stores, agreeably to the Rates fixed for such Stores.

“ Governor General.—I propose as an Amendment, that the Terms ‘ and Agent of Supplies for ‘ Marine Stores’ be omitted, as the Provision of these properly and officially appertain to Mr. Keble the Naval Storekeeper.

“ Mr. Barwell.—I did not understand that the Marine was supplied from any of the fixed Store-houses, it was only with Intention that the Issues of Stores for the Service of the Marine might proceed from some fixed Office, and proceed from some regular Office, that I proposed giving the Supplies to Mr. Cummings, agreeably to the Offer he made the Board of his Services. I agree entirely with the Governor General, that the Naval Storekeeper ought to supply such Stores as may be required for the Marine. I agree to the Amendment.

“ Mr. Wheler.—I agree to the Motion as it now stands with the Governor General’s Amendment.

“ Mr. Francis.—I have no Objection to the Appointment of Mr. Cummings Agent Victualler, provided the Prices of the several Articles, which he is to furnish, and by which the Allowance to him is to be regulated, is first ascertained : I think that the Board should also be informed in what Manner he proposes to conduct this Service.

“ Governor General.—I agree to the Motion : It is probable that the List of Victualling Stores, provided by Mr. Belli, which is the only Table of established Rates, may not contain all the Articles required for the Marine, it will be proper therefore to draw up a complete Table ; taking this with the Rates of Stores comprized in it, and adding such others as the Marine Service may require, with the Current Prices affixed to them. This the Secretary may perform, taking the Assistance of Mr. Richardson, for the Articles of victualling Stores required. Mr. Francis very properly remarks, that the Board should be informed by what Means Mr. Cummings proposes to conduct this Service.

“ Resolved, that Mr. David Cumming be appointed Agent Victualler of the armed Vessels under the Command of Commodore Richardson.

(Signed at the End of the Consultation)

“ Warren Hastings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler.”

Read, also, from Book 511, the following Extract of a Consultation of the 15th October 1778, beginning at Page 613 of the same Book.

“ Fort William, 15th October 1778.

“ At a Council ; Present,

The Honourable Warren Hastings, Governor General, President ;

Richard Barwell,
Philip Francis, } Esquires.
and Edward Wheler,

“ Resolved, also, that the Agent Victualler be authorized to form such an Establishment of Servants as he may find necessary for carrying on the Business of his Office, and to charge the Amount of their Wages with the other contingent Charges that will not admit of Vouchers, in a monthly Bill to be delivered in upon Honour. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler.”

(a) Vide Appendix, N^o CCCCX.

Read, from Book 16, the following Extract of a Letter from Bengal, dated 30th November 1778, beginning at Page 279.

" Honble. Sirs,

" Par. 11. With respect to the Method of supplying the Two Establishments with Stores and Provisions, which are to be served out according to the Rules laid down in His Majesty's Navy, Captain Price has engaged to purchase these Articles, when required, for his Ship the Royal Charlotte and the Resolution, at the lowest Prices at which they shall be procureable, delivering in Accounts thereof upon Honour, and being allowed a Commission of 15 per Cent for his Trouble.

" 12. But as the Manoe under Commodore Richardson will be a more permanent Establishment, we have ordered that the Stores shall be furnished by the Naval Storekeeper, and the Provisions supplied by an Agent Victualler, whom we have appointed for that Purpose, with Liberty to draw the usual Commission upon the Amount.

(Signed at the End of the Letter)

" Warren Hastings,
Richard Barwell,
P. Francis.
Edw^d Wheler."

Read, also, from Book 746, the following Extract of a Consultation 21st January 1779, beginning at Page 389 of the same Book.

" Fort William, 21st January 1779.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Richard Barwell, }
Philip Francis, } Esquires.
Edw^d. Wheler, }

" Read the following Letter from Mr. David Cumming.

" Honble. Sir, and Sirs,

" I beg Leave to represent to you, that when I had the Honour to lay my Proposals before you to supply the Fleet with Stores and Provisions, the furnishing the former was my principal Object, or I should have been more particular with regard to the latter.

" It is necessary to observe that One Year's Provisions should be at all Times held in Readiness for the Fleet, and that the only Time for providing the principal Part of the Articles is during the cold Months; also, that they are every one of them from their Nature perishable. For my Trouble I am to draw a Commission of 15 per Cent. but I don't apprehend it to be a Part of my Engagement to replace the Stores that may perish, as such a Commission would never compensate for the certain Loss that must arise on the Decay of a Year's Provision, laid in at one Time, before it could possibly be expended.

" These Considerations I beg Leave to submit to your Honourable Board, and, conceiving that you may wish to have the Branch of the Marine Charge ascertained, I beg Leave to propose that I be permitted to hold the Contract on the same Terms Commodore Richardson did, which was 12 Sicca Rupees each Man per Month. I will then engage to supply the Marine, agreeable to the Rules already established, and stand to every Loss that may happen until the Delivery of the Provisions to the proper Officers of the Ships.

" As the Allowance of Candles, Fire Wood, and Oil, has not yet been fixed, I beg Leave to propose that the Ships be supplied with those Articles, agreeable to the established Customs observed in the Bombay Marine, making proper Allowances for the different Rates of the Ships.

" Calcutta, the 9th January 1779.

" I am, &c.
(Signed)

" David Cumming."

" Governor General.—As a Doubt has been suggested respecting the Responsibility of the Victualling Stores provided by Mr. Cumming, I think it necessary that that Doubt should be solved before we proceed to the other Points of Mr. Cumming's Letter. The Resolution of the Board, by which Mr. Cummings holds his Appointment, expresses that he should be Agent Victualler of the armed Vessels under Commodore Richardson; and that in lieu of all Charges of Salary, &c. he was to be allowed a Commission of 15 per Cent. on his new Purchases of Stores, agreeable to their fixed Rates. The Doubt now suggested is, whether the Risks of Losses and Decays in the Stores provided by Mr. Cummings is to lie on him or on the Company. I beg Leave to submit this Question to the Board for their Decision, premising my own Opinion that as Agent his whole Profits must be supposed to be bounded by his Commission, and in Effect I believe it will prove so, as the Rates which have been fixed for his Stores were the Current Rates of

of the Bazar at the Time in which they were First established, of course he ought not to be subjected to any Risk.

“ Mr. Wheler.—Mr. Cumming though termed an Agent Victualler is in the strictest Sense of the Words a Contractor for Provisions, and as such, in my Opinion, he must either take upon himself the Risk of the Provisions he shall furnish being sound and fit for use, from the Time of Delivery to certain Periods, say Six or Twelve Months, or submit the same to the Inspection of some Persons as shall be appointed by Government to receive them, and to the Loss of all such Part as shall be regularly condemned within the fixed Periods.

“ Mr. Francis.—Mr. Cumming, in his Letter recorded the 7th September, proposes ‘ to supply whatever Stores or Provisions might be wanted at the usual Advance of 15 per Cent.’ He had also an Establishment allowed him to enable him to conduct this Service with greater Ease and Security to himself. The Cost of the several Articles is fixed by Rates, consequently it is possible he may be a considerable Gainer on the Purchase. The Commission of 15 per Cent. I understand to be in lieu of all Charges and Risques whatever; if not, I cannot conceive what Service he performs that should entitle him to that Allowance, if he is not to be answerable for the Quality and Preservation of the Articles he furnishes. It may happen that his Supplies may perish within a Week, or even within a Day, after they are delivered, and the Company must bear the Loss without a Remedy; and the same Person who supplied these bad Provisions will have the Advantage of replacing them, consequently we make it his Interest to deliver Provisions of such a Quality as may keep, not the longest but the shortest Time possible. For these Reasons, as well as the others assigned by Mr. Wheler, I entirely concur in his Opinion.

“ Mr. Barwell.—I see also the Weight of the Objections that have been already urged; but I think them rather strained, and a particular Diffidence expressed of this Gentleman’s Integrity, which had not Place before, when the Market Rate of Stores for the different Store Offices at the Presidency were fixed, and a Commission allowed to the Storekeepers and Commissioners of 15 per Cent. simply for their Trouble in buying Stores upon Indents, deliverable immediately on their Purchase, and for keeping the Accounts. That it may be Mr. Cumming’s Interest to provide bad Stores, or such as will almost immediately perish, to give Occasion for the Purchase of other Quantities, is possible, but not more so in his particular Office than any other. By his Appointment he is simply an Agent for the Purchase of Victualling Stores for the Armed Vessels, and the Commission was proposed in lieu of Salary. There is no Contract existing between the Company and him; none was ordered to be drawn, of course both are at Liberty to recede. I have no Objection to an Offer being made to Mr. Cumming on Behalf of Government, that he stand to all Loss, and of converting the Agent into a Contractor. If the Offer is not agreeable to him, the Secretary at the same Time he communicates it should be instructed to call upon Mr. Cumming to propose the Conditions on which he will contract.

“ Mr. Wheler.—I should be very sorry to have it thought that I meant in any Degree to reflect on the Integrity of Mr. Cumming. The Regulations I proposed will, I believe, when duly considered, be found too uniform and general to bear any such Construction. I have myself been concerned in very extensive Contracts for the Provision of Part of his Majesty’s Forces in America, and cheerfully submitted to the Regulations which I now prescribe, viz. an Inspection of the Provisions when delivered, and likewise an Engagement that the same should remain sound and good at various Periods and Places as specified in the Agreement.

“ Mr. Francis.—I do not think there is the smallest Resemblance between the Case of Mr. Cumming and that of the several Heads of Offices, who are allowed to supply Stores in their respective Departments on certain Terms, and under certain Regulations. Those Gentlemen are entitled to some Emoluments in virtue of their Offices, as they have no Salary, and, I firmly believe, that considering the Nature of the Trust inevitably reposed in them, a more safe and prudent Method could not be chosen of giving them those Emoluments. If they are not allowed fair and open Profits, they will have others. On the other Hand, the Stores they supply are not of a perishable Nature like Provisions, they are not called for in large Quantities for the possible Supply of long Periods, but indented for monthly as they are wanted, and precisely according to the Quantities which are immediately required. They are answerable for the Quality of their Stores, which are applied and expended in the Service as soon as they are delivered. Mr. Cumming is not in this Predicament. He is not the Head of an Office, nor has he any Connection officially with the Business he has undertaken. His Offer to us was a voluntary one, and such as we might have received from any other Individual. I do not question his Integrity, but in the Transaction of Business, I will not trust to that Principle of Action whenever it is in my Power to place an official Check over the Execution of any Engagement between Government and Individuals.

“ Governor General.—All the Arguments just urged by Mr. Francis prove that the other Agencies derive a certain Profit from their Supplies with no Risk. Their Stores are not of a perishable Nature, therefore the Responsibility cannot affect the Agents, but they are all purchasable in the Bazar from which they may be taken as they are wanted, and immediately delivered without any possible Chance of their perishing by the Way; and the Rates on which the Commission is taken, are, I am afraid, a Source of considerable Profit not intended by the Board; nay, if I mistake not, many of the Articles specified by the Book of Rates, are first taken from the Company’s Stores at an Advance of 25 per Cent. on the Prime Cost, then again supplied to the Company at the Rates prescribed

prescribed by the Book, with the Commission of 15 per Cent. added to them. These are neither fair nor open Profits, if such exist, as I believe they do. Mr. Cumming is supposed to gain by the established Rates of his Stores. I believe he is as likely to be a Loser by them, as I know that they were taken from the actual Costs of those Articles in the Market at the Time in which the Rates were formed. Mr. Barwell has introduced a Proposal to the Board which has prevented mine, which would have been to place Mr. Cumming's Agency precisely on the Footing of Mr. Belli's, which is to allow him 15 per Cent. for his Agency in the Provision of the Stores, and 15 per Cent. for his Risk in Losses and Decays, and then to throw the Risk on him. This I think would have been a reasonable Allowance, and would free the Expence from Contingencies; but for the present I agree to the Motion introduced by Mr. Barwell.

" Mr. Francis.—I am sorry to be obliged to continue this Debate, but some Words which have fallen from the Governor General make it necessary. The Rates prescribed by the Book to the several Heads of Offices were fixed in that Manner in order to limit and ascertain the Company's Expence, and to avoid the Inconvenience of compelling Individuals, in Matters purely of Contract and Business, to determine between their Honour and their Interest, but it never was understood, to my Knowledge, that the Agents should not be at Liberty to purchase their Stores on the most favourable Terms to themselves. In the Prices of some Articles fixed by the Book of Rates I know they are Losers; in others, I doubt not they are Gainers. It is natural that they should endeavour to gain upon them all, nor is it of any Moment to us whether they do or not.

" The only Way by which they can gain on the Purchase Price, is by contracting for large Quantities on which of course there must be a Risk. They must judge very ill for their own Interests, if they go to the Bazar, for every Article they may occasionally want. With respect to the Fact intimated as Matter of Belief not asserted by the Governor General, viz. ' That many of the Articles specified by the Book of Rates, are first taken from the Company's Stores at an Advance of 25 per Cent. on the prime Cost, then again supplied to the Company at the Rates prescribed by the Book, with the Commission of 15 per Cent. added to them,' I am of Opinion it is a Point that deserves immediate Enquiry. For my own Part, I am convinced the Governor is mistaken. The Storekeepers are not allowed to supply any Articles already in the Company's Stores, nor do I know of any Instance in which the 15 per Cent. is charged on the Book Price on Articles purchased at the Company's Warehouses. In the troublesome Office which I hold, I do my utmost to prevent Frauds of this Kind; and I shall hold myself indebted to the Governor General, if he will be so good as to point out to me a Fact, or the Means of discovering a Fact of such a Nature.

" Governor General.—We have wandered so far from the Subject of Debate, that though I am compelled to reply, my Reply shall be short. The Book of Rates does not contain the Rates at which their respective Articles are to be purchased at the Market, but arbitrary Rates, greatly exceeding in every capital Instance the highest Market Prices. As to the Instance which Mr. Francis desires me to produce, I will mention one which has accidentally come to my Knowledge within these few Days, and leave it to Mr. Francis, as he has desired it, for a Subject of his Enquiry. Canvas is an Article of the Book Rates, and I understand it has been taken out of the Company's Warehouse, with the Advance allowed, as an Indulgence to the Company's Servants at the same Office from which it is issued, at an Advance of 15 per Cent. upon the Price prescribed by the Book of Rates. I shall here beg Leave to close this disagreeable Subject, which, as I before observed, has no Relation to the Question before us, although a proper Subject of Consideration by itself.

" Mr. Francis.—I have no Sort of Objection to reform the Book of Rates, if it should be found necessary: With respect to the other Matters, I shall make the strictest Enquiry I can into them.

" Agreed to Mr. Barwell's Proposition; and ordered that the Secretary do communicate the same to Mr. Cumming.

(Signed at the End of the Consultation)

" Warren Hastings,
P. Francis,
Edw. Wheler."

Read, from the same Book, the following Extract of a Public Consultation of the 28th January 1779, beginning at Page 461 of the same.

" Fort William, 28th January 1779.

" At a Council; Present,
The Honourable Warren Hastings, Governor General, President,
Richard Barwell, }
Philip Francis, } Esquires.
Edward Wheler, }

* Sic in Orig. " Read, the following Letter from Mr. Daving Cumings. "

" Honble. Sir, and Sirs,
Mr. Cumming. " I beg Leave to observe, that my Proposals for supplying the Marine with Provisions, is not in the Nature of a Contract; it is impossible that it should be so; for the Commission I asked did

did not exceed the Agency allowed to every Head of Office; and, as the Service I offered to perform was of a Nature that required much of my Time and Attention, I flattered myself you would make that Allowance to me in lieu of Salary ordered to your Heads of Offices.

" I had not the most distant Idea of engaging in a Contract: I proposed nothing for myself in undertaking for the public Service, beyond a very moderate Pittance, to compensate me in some Degree for my Trouble. However, if it be more agreeable to the Board, that I should engage in a Contract to replace the Provisions that may perish, I will do it; but do not apprehend I can undertake to bear this Loss unless the Board are pleased to allow me, in Addition to my present Commission, and Office Charges, a Premium of 15 per Cent.,—the Heat of a Ship's Hold being extremely destructive to every Species of Stores.

" If the Honourable Board approve a Contract on these Terms, I am ready to execute one; if not, and they insist on my standing to the Risk of Loss by Decay of Stores, and that I shall make up such Loss from my Commission; I hope they will not be displeased if I decline to accept their Proposition; and to beg Leave to be discharged from my Office of Agent Victualler.

" Fort William,
27th January 1779.

" I am, &c.

(Signed)

" D. Cumming."

" Governor General.—As the Offer made by Mr. Cumming is precisely in the Terms of that which I delivered it as my Opinion should be made to him on the Part of the Board, I move that it be agreed to.

" Mr. Wheler.—My Reason for saying that Mr. Cumming must either take upon himself the Risk of the Provisions he should furnish, being sound and fit for Use, from the Time of Delivery to a certain Period, or submit to the Inspection of Persons appointed by Government to receive the Provisions, and to the Loss of such Part as should be regularly condemned within the fixed Period, arose from a Conviction that Mr. Cumming had a Remedy against those of whom he purchased, in Case the Articles so purchased proved defective; consequently, the Company ought to have the same Remedy against Mr. Cumming. I am not competent * whether 15 per Cent. in Addition to Prices fixed by the Buzar Rates is, or is not adequate to the Risk, but I shall give it the Preference to an open unguarded Contract, and as it is recommended by the Governor General I shall accede to the Proposal.

* Sic in Orig.

" Mr. Francis.—I adhere to the Opinion I gave on this Subject last Thursday.

" Mr. Barwell agrees to the Question.

" Agreed that Mr. Cumming be allowed 15 per Cent. upon the fixed Rates of the different Articles which he supplies, in Addition to the former Establishment, for the Risk of Loss or Decay; and that he be required to keep the Marine constantly supplied with good Provisions on these Terms.

(Signed at the End of the Consultation)

" Warren Hastings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler."

The Counsel for the Defendant stated, that the next Instance they should produce was the Boat Agent, who was allowed 15 per Cent. Commission.

Read, from Book 567, the following Extract of a Consultation of the 14th January 1781, beginning at Page 1380 of the same Book.

" Fort William, 14th January 1781.

" At a Council, Present;

" The Honourable Warren Hastings, Governor General, President;
Edward Wheler Esquire,

Lieut. General Sir Eyre Coote, K. B. absent on Command at Fort St. George.

" Resolved, that Mr. Francis Fowke be invested with the Appointment of Agent for the Provision of all Boats to be employed for the Military Services of this Establishment, with an Allowance of a Commission of 15 per Cent. upon all his Disbursements in this Office; the executive Charge of which is to take Place from the Period of the Expiration of Colonel Morgan's present Contract, and that to that Time, and for Three Months following it, he be permitted to draw his present Allowance of 1,000 Rupees per Month.

(Signed at the End of the Consultation)

" Edw^d Wheler."

The

The Counsel for the Defendant stated, the next Instance they should produce was an Allowance to Colonel Morgan of 15 per Cent. being the usual Allowance on Disbursements for Secret Intelligence.

Read, from Book 695, the following Extract of the Proceedings of a Board of Inspection of the 31st May 1781, beginning at Page 517 of the same Book.

“ Fort William, the 31st May.

“ At a Board of Inspection; Present,

The Honble. Warren Hastings Esquire, Governor General, President,
and Edward Wheler Esquire.

Lieutenant General Sir Eyre Coote gone to the Coast of Coromandel.

Colonel Morgan's
Resolutions
thereon.
* Sic in Orig.

“ Agreed, That his Bill for Secret Intelligence be passed; and that he be informed the Board refused to pass his Bills before, in Conformity to the Instructions from the Court of Directors positively * that no fixed Charge should be allowed for Secret Services; however the Board taking this Matter into Consideration, and agreeing with the Court of Directors, that it is an Ex-
pense in its Nature variable, and depending entirely upon the Discretion and Honour of the Person drawing it, with which Idea a fixed Charge is incompatible;

* Sic in Orig. “ Resolved, That the Board being perfectly satisfied with the Explanation and Assurance which Colonel Morgan has given them, * that they agree to pass this Bill, and authorize him to continue drawing the Commission of 15 per Cent. on all future Advances which he may make on this Account, admitting the past. (a)

(Signed at the End of the Consultation)

“ Warren Hastings.”

The Counsel for the Defendant stated, that the next Instance was the same Allowance to Colonel Morgan of 15 per Cent. on his Disbursements for Grain.

Read, from Book 747, the following Extract of the Proceedings of a Board of Inspection at Bengal of the 14th March 1782, beginning at Page 287 of the same Book.

“ Fort William, 14th March 1782.

“ At a Board of Inspection; Present,

Edward Wheler,

and

John Macpherson,

} Esquires.

The Honble. the Governor General indisposed.

“ Read, the following Letter from Colonel James Morgan.

“ To the Honble. Warren Hastings Esquire, Governor General, Board of Inspection.

“ Honble. Sir, and Sirs,

“ I have likewise enclosed the Invoice of the Grain which was sent down to Chunar by the Honble. Governor General's Directions, with Colonel Blair's Receipt for it, and the Bill I have made out on that Account.

“ The Price charged for the Grain, &c. is the same with what it was sold at in my Camp, and as the Governor General was pleased to direct me to make a reasonable Charge on it, I have allowed to Suwary Sing 15 per Cent. which in my Opinion is an equitable and moderate Charge in Consideration of this Trouble, and his advancing the Money which he has been out of now for several Months, and I hope the Board will not deem it too much.

“ Upon an Examination of the Bills, the Balance due to me will be found to be 3,252 Rupees, which I beg Leave to request you will be pleased to give Directions for my being paid by the Paymaster here. (b)

“ I have the Honour to be,

Honble. Sir, and Sirs,

Your most obedient and humble Servant,

“ Camp near Cawnpore,
22d February 1782.

“ James Morgan,
Colonel Commanding in the Field.”

Read, a further Extract from the same Proceedings, beginning at Page 289 of the same Book.

“ Agreed, that the Balance of Colonel Morgan's Account, being 3252 S^r Rupees, be discharged, with the 15 per Cent. Charges of Commission on his Disbursements. (c)

(Signed at the End of the Proceedings)

“ John Macpherson.”

(a) Vide Appendix, N^o CCCCX.

(c) Vide Appendix, ibid.

(b) Vide Appendix, N^o CCCCXI.

The Counsel for the Defendant stated, the next Instance they should produce was an Allowance to Captain Rotton of 15 per Cent. on his Disbursements for Public Buildings, viz. an Hospital.

Read, from Book 747, the following Extract of the Proceedings of a Board of Inspection at Bengal, of the 30th May 1782, beginning at Page 535 of the same Book.

“ Fort William, 30th May 1782.

“ At the Board of Inspection; Present,
The Honourable Governor General, President;
Edw^d Wheler,
and
John Macpherfon, } Esquires.

“ To the Honourable Warren Hastings Esquire, Governor General, and Members of the Board of Inspection.

“ Gentlemen,

“ I have been acquainted, by a Letter from your Secretary, that the Estimates for erecting temporary Hospitals at Berrampore, greatly exceed any Thing you had an Idea of; and that you positively desire I will forbid the Expence incurred, and direct, in lieu thereof, that Two or Three (as may be found necessary) of the Ten Soldiers Barracks be converted into an Hospital.

“ In Reply to the foregoing Article, I beg Leave to inform the Board, that in consequence of their Instructions, I some Time ago gave Orders for providing Materials and commencing the Works; it will therefore be impossible to put a Stop to them without a manifest Loss to the Company. I must also add, that Two or Three Ranges as the Board have intimated, cannot, without subjecting the Troops to great Inconvenience, be spared for an Hospital, as One Range is now occupied by the Cadets, and another will be required for the Artillery Company coming down from Dinapoor; besides, as I before mentioned to the Board, an Hospital so contiguous to the Barracks and Officers Quarters must be very offensive, and, in Cases of contagious Disorders, might be the Means of communicating them to the Whole of the Troops. I must therefore request, Gentlemen, that you will permit the Hospitals to be carried on agreeable to the Directions which I have given.

“ With respect to the Expence, the Estimates are I hope, as I have already observed, over rated; and I must again repeat my Recommendation that the Board will agree to Captain Rotton's giving in his Bills upon Honour, agreeable to his own Desire; and that he be allowed the usual Commission for his Trouble.

“ I am, Gentlemen,

“ Fort William,
23d May 1782.

Your most obedient humble Servant,
(Signed) “ G. Stibbert.”

“ Agreed, for the Reasons assigned by the Commander in Chief, that Captain Rotton be authorised to erect the temporary Hospital, agreeable to the Orders he has received for that Purpose; and ordered, that the Assistant Quarter Master General do apply to this Board for such Sums of Money as he may want from Time to Time, till the Whole of the Work is completely finished, when he is to deliver in his Accounts upon Honour, and to be allowed 15 $\frac{1}{2}$ Cent. Commission on his Disbursements for his Trouble.

(Signed at the End of the Consultation)

“ Warren Hastings,
John Macpherfon.”

To shew the Public was greatly benefited by this Agency of Mr. Sullivan, and that the Company was never supplied so well, or on Terms so reasonable, either before or after,

Read, from Book 27, the following Extract of a Consultation of the 31st August 1780.

“ Fort William, the 31st August 1780.

“ At a Council; Present,
The * Warren Hastings, Governor General, President;
and
Edward Wheler Esquire.
Philip Francis Esquire indisposed.
Lieutenant General Sir Eyre Coote K. B. indisposed.

Pub. Dept.
Thursday.
* Sic in Orig.

“ The following Letter from Mr. John Fergusson having been sent in Circulation, the following Minutes, which are entered after it, were delivered by the Members of the Board.

“ Honble. Sir, and Gentlemen,

“ Finding by my late Letters from Madras that there is likely to be a Scarcity of Grain there, and knowing, from the present State of the Salt Trade, that almost all the Snows and

Vessels which used to arrive here at this Season from Muffulipatan, Cozinga, and Gainjan, are now laid up at those Places, I sent Directions several Days ago to Mr. Turing, Chief of Gainjan, and Mr. Hamilton, Resident of Ingeram, to engage a Snow for carrying Thirty thousand Bags of Rice from hence to Madras in December and January next. I have not limited them as to the Terms of Freight, and have desired that the Vessels be dispatched in Ballast for this Place by the 20th next Month at furthest.

" I have now a Ship here called the Union, and daily expect the Ships Neptune and Narisipore, for which I have already purchased 20,000 Bags, and I hope to dispatch them for Madras by the End of the next Month, which will be an immediate Supply.

" Having no Desire of further Advantage from this than a reasonable Compensation for my Labour and Risk, I beg Leave to submit the following Proposals:—I will engage to deliver at Madras, in the Month of October, 20,000 Bags of good Cargo Rice, agreeable to such Musters as may be approved here, and in the Course of January and February next I will deliver 30,000 Bags more, the Dangers of the Seas and Enemies only excepted, at the Rate of Sicca Rupees 6 : 8 per Bag, of Two Bazar Maunds of 82 lbs. each; One Third the Amount to be paid One Third * in Advance, another Third when the Whole of the Rice is shipped here, and the Remainder to be paid when I produce Certificates of its Delivery at Madras. Or I will engage to supply Tonnage here before the First of January for carrying 40,000 Bags to Madras, at the Rate of Three Sicca Rupees per Bag of Two Bazar Maunds, and if any of these Vessels should be thought in an unfit Condition for Sea, the Amount of such Cargoes shall be insured at my Expence, and the Policies deposited with your Honourable Board.

" Such Supply will effectually prevent any great Scarcity at Madras, and will be a Remittance of Sicca Rupees 3,25,000 to that Presidency in an Article that will relieve their Wants, and which they can immediately convert into Money.

" I beg to be favoured with an Answer as soon as may be convenient, and if either of my Proposals should be accepted, I will give such Security for the Performance as your Honble. Board may require.

" I am, with the greatest Respect, &c.

" Calcutta,
30th August 1780.

(Signed)

" John Fergusson.

" IN CIRCULATION.—Proposals for supplying Rice at Madras.

" The Governor General agrees to accept Mr. Fergusson's Proposals to furnish 50,000 Bags of Rice to the Presidency of Fort St. George deeming them the most reasonable that can be obtained, as he understands there is little or no Tonnage now in the River; and further proposes to make an Offer to Mr. Fergusson of the same Terms for any Quantity to which he may be able to increase this Mode of Supply.

" Mr. Wheeler agrees to accept Mr. Fergusson's Proposal to supply 50,000 Bags of Rice, and to the Governor General's Propositions to make Mr. Fergusson an Offer to increase the Quantity.

" Agreed to the Proposal made by Mr. Fergusson to deliver at Madras in the Month of October next, Twenty thousand Bags of good Cargo Rice, agreeable to such Musters as the Board may approve of, and to deliver at the same Presidency, in the Course of January and February next, Thirty thousand Bags more, the Dangers of the Seas and Enemies only excepted, at the Rate of Six Sicca Rupees and eight Annas per Bag, of Two Bazar Maunds of Eighty-two Pounds each; One Third of the Amount to be paid to him in Advance, another Third when the Whole of the Rice is shipped here, and the Remainder when he produces Certificates of its Delivery at Madras. As Two Thirds of the Amount are to be advanced here to Mr. Fergusson, before the Grain is delivered at Fort St. George, the Board are of Opinion that Mr. Fergusson should be subjected to a Penalty adequate to the Event of a Failure in his Engagements, and a Sum double the Amount received, being usually incurred as a Penalty on these Occasions. Agreed, that the Sum of 8l. 10s. 8d. be the Penalty incurred by Mr. Fergusson, for every Bag of Rice which he may fail to deliver agreeable to the Terms of his Proposals. (a)

(Signed at the End of the Consultation)

" Warren Hastings,
Edward Wheeler."

Read, also, from Book 744, the following Extract of a Consultation, of the 1st April 1783, beginning at Page 91 of the same Book.

" Fort William, 1st April 1783.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheeler,
John Macpherson, } Esquires.
and
John Stables,

" Received the following Letter from the Agent of Supplies.

(a) Vide Appendix, N^o CCCCXII.

" Gentlemen,

" Gentlemen,

" I have been honoured by the official Receipt of Copies of the 41st, 42d, 43d, and 44th Paragraphs of the General Letter from the Court of Directors, dated 12th July 1782, concerning my late Agency.

" I cannot help being struck with the deepest Concern, at finding that I have been the Instrument of an Appointment, which stands annulled by the Honble. the Court of Directors, with such severe Epithets of Disapprobation; and I beg Leave to express my Acknowledgements to you for affording me a further Opportunity of endeavouring to remove their Objections, which appear to have been obviously taken up from the Premises then before them, unopposed by sufficient Explanations or Testimonies of its good Effect, which I trust the present Experience of it will justify. The Commission was undoubtedly very high before your Honble. Board thought fit to reduce it, and the Honble. Court of Directors pass their Judgement upon it in its original State. They were naturally struck with the Sum, because it is certain that the Gross, &c. undiminished Amount of any Commission, fixed at a specific Rate so striking to the Observation, while the Drawbacks upon it, and the Instances of its Utility are various and imperceptible, until positively pointed out and defined. This is the chief Object of the present Letter.

" At the Time when the Appointment was made, it was hoped and expected that the most material Duties of it, being the Supply of the Presidency of Fort St. George, would be of short Duration, and of no very considerable Extent. I must declare, for my own Part, that this was my Opinion of it. The Rate of Commission had many Precedents, both of old and recent Establishment, to warrant it, which I could enumerate, and, I believe, was founded on the same Principles with them; yet it has always sustained several Deductions from it, especially before you reduced it. I beg Leave to enumerate the following. I have maintained a constant Establishment of Clerks and Agents at my own Expence. I have, at different Times, sent down European Overseers, entertained at high Wages, to superintend the Lading of the Europe Ships, and other Services which required superior Management and Attention, at my own Expence. The Number of Agents of different Kinds employed by me was necessarily great; but I have charged only for such as were immediately stationed at the Company's fixed Golahs, or casually employed in weighing off and shipping particular Invoices, according to the ordinary Custom of Merchants; and as long as the original Commission was allowed me, I never made any Charge for the Commission of Factors or Agents whom I employed in distant Parts. Mr. Hamilton at Coringa, for Instance, secured a large Quantity of the Country Tonnage for me at that Place, charging me with 5 per Cent. Commission on the Amount, for his Trouble in the first Season, which, while my own Commission would bear it, I considered as justly allowable out of it. For the present Season I agreed to pay him Commission upon such Tonnage only as he could procure under a certain Price. This I have thought it necessary to charge to the Company, because my own Commission had been reduced.

" The above Circumstances should be weighed in the general Scope of Reasoning upon this Subject; but a still more important Consideration starts up, which the Honble. Court of Directors could not have been acquainted with; I mean the heavy Charge of Interest which I have sustained to prevent the public from suffering at Times greater Losses and greater Inconveniencies than any possible Amount of my Commission. If it be urged that, by disbursing more than my Advances from the Treasury, I secured an ultimate Benefit to myself, I reply, that with positive Injunctions to carry my Supplies to an unlimited Extent, it was impossible to confine myself to my Advances, without a manifest Neglect of the public Interests, because both the Periods and Sums of my Advances were always uncertain, while my Engagements were necessarily fixed and positive. Had I omitted to take early Measures through proper Agents on the Coast, to make timely Advances to the Owners of Vessels, on Account of Freight, in order to secure as much Tonnage as possible to be brought to me here, and had I waited the Arrival of these Vessels, which would have come under Engagements to others, or have been sent on Speculation for Freight, I might, indeed, have been guided in the Amount of my Disbursements by that of my Advances; but I should have paid a much higher Rate for the same Articles, and very scantily have fulfilled the Object designed by my Appointment. In short, with all my strenuous and possible Exertions, it does not appear that the Presidency of Madras was ever abundantly supplied with Grain, but continually craving for more.

" No Agent, without an adequate Compensation to answer the Interest of Money borrowed by him, and the Risk of Failure in the Discharge of his occasional Loans, could afford to strain his own Credit for the public Service in Default of regular Advances from the Treasury, yet, if I had declined this Alternative, the Settlement of Madras might and probably would have suffered the most dismal Effects of a Famine (which, as it was, could hardly be kept from raging), the Company's and other Ships engaged for their Service would have lain upon Demurrage for Want of Cargoes to load them, and several of them must have lost the Season for Want of an expeditious Dispatch. In Fact, I must repeat that, besides all the Property which I could command of my own, I have continually taken up Loans from my Friends to the utmost Extent of my Credit, the Whole of which was invested in the Business of my Agency, although the full Amount does not appear by the monthly Balance of my Accounts. To form a just Idea of it, at any specific Period, the Sums paid by me for the Freight of Vessels, or for Grain not invoiced (all Grain both here

here and at Buckergunge being purchased only for ready Money), ought to be added to the Balance of my monthly Account, or set against it, and will then shew the actual Sum which I was in Advance; but to ascertain this regularly for such a Length of Time, would be an arduous if not impracticable Task, considering the Magnitude of the Concern, the infinite Variety of Purchases made, the multifarious Distributions of them on Vessels, and the numberless Casualties which happened in such an extensive Business from the Return of the Vessels, and many other Causes. However I am happy to hear that the Honourable Board have ordered the Accountant General to report to them a State of the Average Price of my Supplies, the whole Period of my Agency, as the surest Test of Comparison to prove the Advantage which the Public has derived from it.

" This Advantage will be the more apparent when measured by the Scale of private Merchants here, who, if they employ Agents or Factors, must submit to pay a Commission of 5 per Cent. according to the Custom of the Place, upon the Dispatch from hence, and a further Commission of 5 per Cent. upon the Sale at Madras; which last Commission is drawn upon a much larger Sum than the Amount of the Invoice, being on the Amount of the gross Sale, the net Produce of which, after deducting that and all other Charges, still leaves such a Profit to the Owner, that every Individual who has engaged to any Extent in the Grain Trade to the Coast is known to have gained considerably by it.

" The Company have not only derived a great Profit by the immediate Difference of Value, from having had a more extensive Concern than any Individual, but in a political Light they have secured Resources for the Pay and Subsistence of their Army, and evidently provided for the Salvation of the Country, both by preserving their Forces from Desertion, and Inhabitants from Famine, in a greater Degree (I think this Letter will evince) than they could have done by the Means of Contracts. A public Agent for the Company, instead of raising the Market by a Competition with Individuals, possesses an operative Hand, which gives him this Advantage over them: His Office being the greatest Mart in Town, is the Place where the First Musters of Grain, and the First Offers of Freight, are generally produced; and the Current Price (though I ever cautiously avoided being the First to raise it) was in some Measure regulated by his Standard. These are Facts which Experience has fully proved. I never gave more for the Freight of Rice to Madras than 5 S^r R^r ^{per} Bag; and Individuals, though they found it answer their Purpose sometimes to pay a higher Freight, generally confined themselves to that Rate. Since my Agency has ceased, the Price of Freight is considerably increased, notwithstanding the Number of Company's Ships now laden for Madras, and the Quantity of Rice already imported there. The Cause of this Increase is not wholly to be ascribed to the Destruction committed by the French Fleet in the Bay, that having been very trivial, although at the Time alarming, but it is owing to the Competition of private Merchants, who, seeing that the public Supplies have ceased to be sent, and knowing that the Exigencies which they tended to relieve must be satisfied, conclude that the Wants at Madras will be the more urgent from this Cause, and that Grain will bear a Value in Proportion to them.

" For the Sake of the distressed Natives at Madras I sincerely hope that this Rage for pressing a beneficial Trade will glut the Market with Grain; but I really apprehend that it will produce no such Consequence. The Merchants, though not in One Combination, are in One Predicament, and will naturally ask the Profit they expect.—Rice is an indispensable Commodity, and must be had at any Rate. If Government fix the Price to prevent Extortion, they must have an equitable Regard to the Advantage of the Owner, who (as I have observed before) has paid high for his Concern.

" If the Board had thought proper to accept of my Offer for a Contract, and concluded it with me accordingly for any Length of Time, I must have thrown myself upon the Indulgence of Government, as the only Means of saving me and my Securities from the ruinous Effects of persevering in it; for the Price of Freight rose so suddenly and so high that it would have been impossible for me, by any Exertions of my own, to have fulfilled my Engagements. I am the more grateful therefore that the Board did not accept my Offer in this Light.

" I believe it has been an invariable Rule for all Contracts made in India to contain Stipulations for Advances of Money previous to the Performance of Services, which, considering the necessitous State of many Contractors, and the high Interest of Money, is a most material Object for them to secure. Indeed, without it their Terms must be proportionably higher; the Contractor might justify a Failure in his Engagements if necessary by the Want of his regular Advances, which are seldom paid to the Day, and being thus exempted from the Penalty of the Contract by the First Breach of it laying * in the Company, would possibly continue to execute it no longer than while it proved advantageous to him.—Disappointments would ensue, and the Service be considerably injured before a fresh Contract could be formed. Besides, in a Business which is liable to great Fluctuation, the Contractor, in his Proposal to secure himself from Contingencies, must include large original Profit upon the actual †, a Circumstance which might in any Event prove disadvantageous to the Company, on the One Hand, by Disappointments as above supposed in case the Price should increase; and on the other, by an enormous superfluous Expence, in case it should fall. I mean not to apply this Observation in any Instance to the Company's Orders; I mention it simply as it occurs on my own Case; for although I should have considered myself bound in Honour

* Sic in Orig.

† Sic in Orig.

Honour to continue the Service, even at a Loss, while my Resources would enable me; these must very soon have dried up, and an unavoidable Failure ensued, had my Contract been accepted and the Execution of it insisted on.

" Such probably would have been the Case with the Contract, which the Presidency of Bombay informed the Honourable Court of Directors they could have concluded for Rice deliverable at Bombay, at Rupees 5 : 3 per Bag, at the Time when my Consignment to them was so much higher : At least it is clear the Contractor would have been a considerable Loser by such a Bargain ; for only the Freight to Madras, which is less than Half the Distance, was Four Rupees per Bag, and the Price of Grain then about Nine Rupees per Bag. I very much doubt whether the Contract which was entered into afterwards by the Presidency of Bombay, and advised of in their Letter of 17th August 1781, for 50,000 Bags of Rice, was ever fulfilled by the Contractor. Indeed, I have good Reason to believe it was not ; but the only fair Way of drawing a Comparison is, from the current and relative Prices at each Place at the same Point of Time. I wish I could say with Precision what was the Price of Grain at Bombay when the Consignment from hence arrived there. At Madras I am sure there was always a Profit upon them, and sometimes a high one, I mean the Difference between the Invoice and the Market Price, which I stated particularly in my Letter of the 21st January 1782, and which is since greatly increased.

" If the Presidency of Bombay have it in their Power to make Contracts so much cheaper than the Supplies which they received from this Government, I must confess it appears extraordinary to me, that they should have lately indented to you for 40,000 Bags of Rice. It is proper also to take Notice, that my Accounts are in Current Rupees, those of Bombay, in Rupees of a much higher Denomination.

" Conceiving that the Calculation which appears in the 42d Paragraph of the General Letter has been made by some of the Officers under the Honble. the Court of Directors, I cannot help taking upon me to correct it, as I fear it has tended to mislead them. The Sum of 15,92,500 C^t R^s estimated to be required in 1781-2, was to include Commission, which in that Case ought not to have been computed upon it, but deducted from it, and in fact would have amounted to no more than Current Rupees 2,07,717 : 6 instead of Current Rupees 2,38,875 ; and the Exchange of 2s. 3d. per Current Rupee, at which the supposed Commission is converted into Pounds Sterling, is a Rate higher than is ever allowed. The Company's present Exchange for Bills, payable at Twelve Months Sight, is only Two Shillings, but at the Exchange fixed for the Salaries of the Members of the Board and the Judges, which is the proper Rate for its immediate Conversion, the above Commission would yield only 18,292l. 16s. 5d. instead of 26,873l.

" I acknowledge that the original Commission was high, and the unexpected Amount of the Supplies on which it was drawn, made it an Object of Importance ; but this did not escape the Attention of your Honourable Board, since you considered and thought fit to reduce it, and the Reduction accordingly took Place upwards of 12 Months before the Arrival of the Commands from the Honourable the Court of Directors, now transmitted to me.

" In my Letter of the 24th ultimo, I meant not to suggest an Opposition to the Orders of the Honourable the Court of Directors for conducting the Business by Contract, but only to offer my Services voluntarily and gratuitously, with the Benefit of the Experience I had acquired for the public Welfare, at a Time it seemed most to require them, and by that Means to extinguish any Impression or Idea, that my Advantages had exceeded my Deserts. It is painful to plead my own Pretensions, but I have seen many Persons since my Residence in India with less official Trust, less arduous Attention to their Duty, and lower Standing in the Service than myself, derive greater Fortunes from their Stations in it, than the utmost which I can say I am possessed of. I should never have thought of murmuring at this in the common Chance of Things, but it makes my Situation the more unlucky in being singular for Disapprobation or an Idea of uncommon Favour.

" I shall conclude with requesting, that you will be pleased to order a Copy of this Letter to be sent a Number in your next Packet to the Honble. the Court of Directors, with such Remarks or Elucidations as you may think proper to make upon it. (a)

" Fort William,
24th March 1783.

(Signed) " J. P. Auriol."

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson.
John Stables."

(a) Vide supra Appendix, N^o CCCCVII.

To shew, that during the Time of the Continuation of this Agency to Mr. Auriol, it was necessary to make a further Contract with Mr. Wood, but upon higher Terms, and that after contracting upon higher Terms he was obliged to relinquish the Contract, even with the Allowance of 15 per Cent. Commission,

Read, from the same Book, the following Extract of a Consultation of the 10th of April 1783, beginning at Page 290 of the same.

“ Fort William, the 10th April 1783.

“ At a Council ; Present,

The Honble. Warren Hastings, Governor General, President ;
Edward Wheler, } Esquires.
John Macpherson, }
John Stables, }

* Sic in Orig. “ Abstract of the Proposals delivered in by * the 10th of April 1783, for contracting for the Delivery of Rice at Fort St. George.

2. Robert Donald	25,000	{ 8,000 a 8 9,000 7 8,000 8 }	Mean 7 10 3 to be landed in Fifteen Days after the Arrival of each Vessel, or to pay Demurrage.
3. William Paxton	30,000	8 13	6 or Ar. 9 8
4. E. Morris	20,000	10 0	
5. A. Williams	50,000	9 8	
6. W ^m Pruere	50,000	8 8	on Country Ships commanded and officered by Europeans. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
Edw^d Wheler,
John Macpherson,
John Stables.”

Read, also, from the same Book, the following Extract of a Consultation of the 14th of April 1783, beginning at Page 364.

“ Fort William, the 14th April, 1783.

“ At a Council ; Present,

The Honble. Warren Hastings, Governor General, President ;
Edward Wheler, } Esquires.
John Macpherson, }
Mr. Stables indisposed.

Pub. Dept.

“ Read the following Letters from Mr. N. W. Wood.

“ Honble. Sir, and Sirs,

“ I have the Pleasure to transmit your Honble. Board Bills of Lading of the Lancaster, Lark, and Fancy. The following Vessels left the River Hooringottah, and put to Sea the 20th instant, viz. The Lancaster, Maria, Darlington, and Asia; and the 22d instant also sailed from the same Place the Lark, Fancy, and William, which last Vessel sailed as I wrote you before the 21st January last, but meeting with a strong S. E. Wind, she was drove amongst the Shoals to the Westward; the Captain was some Days in clearing her. As the Wind has continued fair ever since the Vessels sailed, I hope by this they are all clear of the Sand Heads, and well on their Way. The above Fleet has Twenty-five thousand five hundred and forty-eight Bags of Rice on board as per Bills of Lading sent you. One of the Bills of Lading, the Darlington's, I had erased Fifty Bags, from making it Seven hundred Bags, whereas she had on board Seven hundred and fifty Bags; my Reason at the Time was, I thought the Captain had mistook and added the Ships Rice, which was Fifty Bags, but having seen him since, I find he was right, therefore the Darlington's Bill of Lading be pleased to alter, making it Seven hundred and fifty Bags.

“ I now request you will grant me an Order on your Treasury for One Lack of Rupees, according to my Agreement of the 4th of March 1782, and I am in Hopes if my Vessels are not taken, of fulfilling my Contract the next Trip.

“ I have the Honour to be, &c.

“ Joynagur,
24th February 1783.

(Signed) “ N. W. Wood.”

“ The Secretary informs the Board, that he duly received the above, and forwarded the Bills of Lading with regular Invoices to Fort Saint George.

“ Gentlemen,

“ Having been prevented by the French Cruizers, which continued off the Sand Heads during all the latter Part of the fine Season, from dispatching the full Quantity of 40,000 Bags of Rice,

which I had contracted with the Company to send to Madras, within the Time stipulated by my Contract, viz. all the Month of February, for although the greatest Part of it was laden and ready to sail by the 20th January, yet as it could not be sent out without a Risk of the Cargo to the Company and of the Vessels to myself, I was obliged to detain it until the Season was too far advanced for the Vessels to perform a Second Trip before the Month of December next. The whole Quantity dispatched by me, as appears by the Bills of Lading which I had the Honour to transmit to you, was 25,548 Bags, for which, deducting the Advance of Sicca Rupees 1,00,000 which I have received, there remains to be paid to me the Sum of Sicca Rupees 78,836. I have the Pleasure to inform you of the safe Arrival of all the Vessels which contained this Rice at Madras, except the Lancaster, containing 4,700 Bags, which Vessel, having been chased by the French, took Refuge at Tranquebar, where Lord Macartney ordered her to wait the Arrival of Sir Edward Hughes on the Coast, unless it was practicable to land her Cargo at Negapatam.

"As the Arrangement ordered by the Honble. the Court of Directors will deprive me of my Station, and increase the Difficulty of accomplishing my Contract, which my Residence in the Rice Districts alone induced me to enter into; and as the Necessity for it no longer exists in the same Degree by the Absence of the Enemy from the Carnatic, and the large Contracts lately concluded by the Honble. Board on lower Terms than mine; I have to entreat that you will be pleased to dispense with my performing it, and order the Balance due upon that Part which is accomplished to be discharged.

" Calcutta,
14th April 1783.

" I have the Honour to be, &c.
(Signed) " R. W. Wood."

"Agreed to release Mr. Wood from his Engagements, and that the Balance due to him ~~of~~ the above Statement which is just, being C^t R^s 78,856 be issued from the Treasury.

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d. Wheler,
John Macpherson."

The Counsel for the Defendant stated, that as to the Two next Allegations of the Charge, namely, that the Provisions delivered by Mr. Auriol were of a bad Quality, and that Mr. Hastings being informed of it discouraged all Enquiry touching the same, they should give no Evidence, they being abandoned by the Prosecutors. As to the remaining Subject, viz. Mr. Auriol's being to account upon Honour, though not made an Allegation in the Charge, yet, having been made Matter of Evidence, they should proceed to shew that in other Cases of a similar Nature, it was the Course for the Agent to account upon Honour.

Read, from Book 724, already delivered in, the following Extract of a Consultation of the 15th June 1791, beginning at Page 482 of the same.

" Fort William, the 15th June 1791.

" At a Council; Present,
The Honourable Charles Stuart,
Peter Speke,
and
W^m Cowper, } Esquires.

Political Dept.

Earl Cornwallis, K. G. Governor General and Commander in Chief, absent on the public Service.

"The following Minute was received from Mr. Stuart on the 13th instant, and communicated to the other Members of the Board.

" Secret Department, 11th June 1791.

"The Contractor must be required to provide for the Reception and feeding of those Bullocks while they remain at the Presidency; he must also be instructed to provide Grain, &c. for their Use on the Passage to Madras. He should charge his actual Disbursements on this Score upon Honour. (a)

Minute from
Mr. Stuart,
No. 1.

(Signed at the End of the Minute)

" C^t Stuart."

(And at the End of the Consultation)

" Cha^s Stuart,
Peter Speke,
W^m Cowper."

Read, also, the following Extract of the same Consultation, beginning at Page 497 of the same Book.

"That the Contractor be instructed to provide for the Reception and feeding of the Number of Cattle abovementioned while they remain at the Presidency, and to supply Grain, &c. for

feeding and subsisting them on the Passage from Bengal to Madras, charging his actual Disbursements on this Account upon Honour.

" In the same Manner, the Contractor shall charge upon Honour the actual and bona fide Expence of all extra Cattle procured by him. (a)

(Signed at the End of the Consultation)

" Cha^s. Stuart,
Peter Speke,
W^m Cowper."

The Counsel for the Defendant desired Mr. Auriol might be called in.

Mr. AURIOL was accordingly again called in, and examined as follows :

Q. Was the Commission of 15 per Cent. the usual Commission paid to the public Agents ?

A. It was ; besides the Instances which have been mentioned, I believe there are many more. There were Commissaries of Supplies to all the Brigades on the Bengal Establishment and to the Presidency of Fort William. I was Commissary of Supplies to the Presidency of Fort William, in the Year 1775, before I was appointed Secretary, and drew a Commission of 15 per Cent. upon my Disbursements, as did all those other Commissaries.

Q. Were the Supplies furnished by you uniformly of the best Quality as far as you could procure them to be of that Quality, and charged upon the lowest Terms ?

A. They were. There was a Complaint from Madras of the Quality of the Rice sent to them in the Year 1782 ; but I beg Leave to explain in a few Words how that arose. Early in October 1782, I believe I addressed the Board representing to them a probable Scarcity of Grain, and that I had a large Quantity on Hand, and requested Orders in consequence regarding the Supplies of Madras. A short Time afterwards there came very pressing Letters from Madras, which mentioned that in Consequence of a Gale of Wind they were deprived of the Supply of almost all the Grain then in the Roads, and that they were in a starving Condition. The Board immediately ordered that all the Grain which I had, and which I could procure, should be sent off immediately, and that the Commanders of the Vessels should be rewarded for their speedy Arrival. At this Time a Quantity of Rice had been ordered by the Board from the District of Rungpore, and was sent down by the Collector. On its Arrival the greatest Part of it proved to be very bad, and it was rejected at my Instance as unfit to be sent. All the Grain which I had, or could procure in the Markets was laden on Board the Vessels, and not being sufficient to complete their Cargoes, I was under the Necessity of dispatching them with incomplete Ladings, or of filling them up with the Rice from Rungpore, which not being purchased by me I drew no Commission upon, and therefore could have no Interest in sending it ; but I did send it, and I believe that was the Cause of the Complaint from Madras.

Q. Were the Accounts of your Disbursements which you delivered in upon Honour, such as you will now verify upon Oath ?

A. To the best of my Knowledge I believe them to be true and just Accounts, rather disadvantageous to myself than the Company, because I made the Purchases long before they were charged to the Company from the Necessity of the Case, and there could be no Vouchers, because the Grain was purchased as it could be got in the Markets, and paid for with ready Money.

Q. At the Time when you was first appointed to this Agency, was it foreseen that it would be necessary to send Supplies to such an Extent as afterwards happened, or during such a Length of Time ?

A. I believe not. I did not expect it.

Q. Was there, from the Time of your first Appointment, a considerable Rise in the Freight ?

A. The Freight rose more than double when I made my Proposal ; I think the Freight was about Two Rupees a Bag, and rose to 5½ in the Course of the Service.

Q. What Proportion did the Freight, when at the highest, bear to the original Cost of the Grain ?

A. The original Cost of the best Grain was about Two Rupees a Bag, and never varied very much, except in the Instance of the Scarcity I have mentioned.

Q. Was you liable to various incidental Charges which you did not receive from the Board ?

A. I was ; after my Return from Madras, I allowed my Brother for his Assistance in the Service, a Quarter Part of my Commission ; besides which, I employed Clerks and Agents, which I did not charge to the Company, and other Charges before the Commission was reduced, which I have specified in my Letters to the Board.

Q. Was you often considerably in Advance on the public Account ?

A. Almost continually.

Q. Was you obliged to raise Money on your own Credit to make such Advance ?

A. I was ; I had my own Bonds outstanding against me, bearing an Interest of 10 per Cent. for Money so borrowed, at one Time to the Extent of near 50,000 l. besides the Amount of my own Fortune.

Q. Was this at the Time that the Company was in the greatest Distress for Want of Money ?

A. It was on Account of the Company's great Distress for Want of Money.

Cross-examined by the Managers for the Commons.

Q. Whether you was concerned in the Corn Trade, or in what Trade, at that Period of Time ?

A. I was not concerned in any Trade at the Time of my Appointment ?

Q. What other Offers were made for supplying the Grain at the Time you had your Commission ?

A. At that Time I did not know of any.

Q. Whether, or no, you had any Conversation relative to the Terms of the Contract with Mr. Hastings before it appeared at the Board ?

A. There was some Conversation passed at the Board upon my suggesting it ; in consequence of which Conversation, I believe the last Paragraph of my Letter, offering to supply by Agency, was added : All the Members of the Board were pleased to pay me some Compliments, and to say, they preferred an Agency in my Hands to a Contract.

Q. Whether they paid you that Compliment on the Presumption of your Knowledge in that Article of Dealing ?

A. I believe not ; but upon their long Acquaintance with and Experience of my Services.

Q. Of what Services ? Were they in the Way of Contract or Agency ?

A. Chiefly as Secretary to the Government.

Q. Then you got that Agency as a Reward for those Services ; are you to be so understood ?

A. I considered it as a Reward, but in this Light, as giving me a Preference to any other Person, not giving me any Advantages which another Person in such a Situation would not have had.

Q. How came you to say, ' to give you the Preference', when there was no Competition ?

A. Because, as the Service was to be performed, I did suppose some Person must be appointed to execute it, and any Person fixed upon would probably have undertaken the Office.

Q. Is the Office of Secretary to the Council a Sinecure, or an Office of a great deal of Employment ?

A. It was certainly an Office of very laborious Employment ; but a Circumstance happened regarding myself, which I shall take the Liberty to state. My Predecessor, Mr. Stuart, when appointed to the Office by the Government constituted under the Act of Parliament, was allowed 2,500 Sicca Rupees a Month, and that Allowance was referred to the Court of Directors, who tacitly approved of it. When I was appointed, the Allowance was reduced to 1,800 Rupees a Month, and I never drew any more. Latterly, I understand that it has been increased by Lord Cornwallis, to about 5,000 Rupees a Month.

Q. Who reduced it, when the Court of Directors had approved of a larger Salary to Mr. Stuart ?

A. I said, ' tacitly approved ;' it was reduced by the Board.

Q. What Board ?

A. The Governor General and Council.

Q. What Governor General and Council ?

A. Consisting of Mr. Hastings, General Clavering, Colonel Monson, Mr. Barwell, and Mr. Francis.

Q. Did Mr. Hastings object to the Reduction ?

A. I believe he did ; but I am not quite positive at this Distance of Time ; I think he did.

Q. Did Mr. Hastings reduce or consent to the Reduction of all the Salaries, whose Existence at a higher Rate had been tacitly approved of by the Court of Directors ?

A. No ; I believe not.

Q. Do you not know that Mr. Hastings actually augmented Salaries, without any tacit or other Approbation of the Court of Directors ?

The Counsel for the Defendant desired the Managers for the Commons to state to what Part of the Charge the Question applied.

The Managers for the Commons made Answer, ' to no Part of the Charge.'

Then the Counsel for the Defendant objected to the Question.

Then all the preceding Questions and Answers upon the Cross-examination, except the Two first, were read by the Clerk. (a)

The Counsel for the Defendant waived their Objection.

The Witness said,

A. I fear I am not understood as to the Meaning of the Word ' Reward.'

The Managers for the Commons desired the Witness might first answer the Question.

The Witness said,

A. Mr. Hastings and the Council augmented many Salaries. I mentioned the Reduction of my own as a Circumstance which made me consider the Agency as a Reward. It was never mentioned by the Board as a Reward for the Reduction of my Salary. The Reason they gave me for their appointing me, was the Confidence they placed in me.

Q. Whether do you know that Mr. Hastings gave it to you expressly upon the Idea of the former or present Incompetence of it to your Services?

A. I cannot really say what Motive might operate upon Mr. Hastings's Mind, but I am confident that he never mentioned my Salary at the Time.

Q. Whether you are quite sure of that?

A. I think I have said, I am as positive as I can be of any Thing at this great Distance of Time.

Q. Whether any Conversation passed between you and Mr. Hastings upon that Subject, previous to your having the Agency or Contract?

A. I have mentioned that some did pass, which I have stated.

Q. When, where, and what?

A. At the Board: I have stated it.

Then the following Question and Answer were read by the Clerk, viz.

' Q. (b) Whether, or no, you had any Conversation relative to the Terms of the Contract with Mr. Hastings before it appeared at the Board?

' A. There was some Conversation passed at the Board upon my suggesting it; in consequence of which Conversation I believe the last Paragraph of my Letter, offering to supply by Agency, was added. All the Members of the Board were pleased to pay me some Compliments, and to say, that they preferred an Agency in my Hands to a Contract.'

The Witness desired his Answer might stand " the Members" not " all the Members of the Board," as he was not sure whether all the Members were present at the Time.

Q. Whether there was any previous Conversation before that which took Place at the Board?

A. I believe I mentioned to Mr. Hastings my Intention to offer Proposals if he had no Objection, and he did approve of it—nothing more.

Q. When you say that somebody else must have had the same 15 per Cent.—how do you know that no Merchant or Trader of the Bazar would have undertaken it at a lower Commission?

A. I do not recollect I have said so.

Then the following Questions, before put to the Witness, and his Answers to the same, were read by the Clerk:

' Q. (c) Of what Services? Were they in the Way of Contract or Agency?

' A. Chiefly as Secretary to the Government.'

' Q. Then you got that Agency as a Reward for those Services;—are you to be so understood?

' A. I considered it as a Reward; but in this Light, as giving me a Preference to any other Person; not giving me any Advantage which another Person in such a Situation would not have had.'

Then the Witness said,

A. If any Person had been appointed Agent, it would of Course have been a Company's Servant, not a Merchant who was not in the Service. I cannot tell upon what Terms a Merchant would have undertaken it.

(a) Vide supra, Page 2309.

(b) Vide supra, ibid.

(c) Vide supra, ibid.

Q. Were

Q. Were any Means taken to ascertain on what Terms it might have been done ?

A. Not that I know of.

Q. What is the Amount of the Value of the Grain supplied by you ?

A. I cannot speak from Recollection ; but I believe it is mentioned in the Accountant General's Report that was delivered in to the Board.

Q. Who was Accountant General ?

A. Mr. Larkins.

Q. How did you account with Mr. Larkins ?

A. I sent my Accounts in to the Board, not to Mr. Larkins.

Q. Whether in this Business Mr. Larkins had no Audit of your Accounts, nor made any Observations upon them ?

A. Mr. Larkins had an Audit by Order of the Board, and made some Observations which are upon Record.

Q. Then you are to be understood contrary to what you said,—that you did account with Mr. Larkins ?

A. I sent my Accounts monthly to the Board, and the Board referred them to the Accountant General's Office.

Q. When the Accountant General passed your Account, did he demand, upon every Particular of these Accounts, Vouchers ?

A. He did not demand Vouchers ; and for the greatest Part of them no Vouchers existed, as I have already explained, because the Purchases were made almost daily in the Market for ready Money ;—and the Grain purchased was the only Voucher.

Q. Had you the Vouchers to identify that so much Grain was purchased with so much ready Money ?

A. Musters or Samples of the Grain were regularly brought to me or my Brother, and if we approved of the Quality and Price, we ordered the Purchase to be made, and the Quantity weighed off by our own People.

The Question was repeated.

A. I had no Voucher but the Grain itself ; that is what I meant to say.

Q. The Question is not what Voucher you had, but what Voucher was produced to Mr. Larkins when he made up the Accounts ?

A. I have said, none.

Q. Then you are to be understood that Mr. Larkins made up your Accounts without seeing Vouchers ?

A. Yes.

Q. Whether you believe that Mr. Hastings knew that your Accounts were made up by Mr. Larkins without Vouchers ?

A. I think Mr. Larkins, in his Report of Audit, mentioned that he had not called for Vouchers. Such Vouchers as I could have produced, I was always ready to have produced : I mean the Sums paid for Freight, for Sloops and Demurrage, and those incidental Services which admitted of them.

Q. Did Mr. Hastings see that Report, stated to be without Vouchers ?

A. I believe he did.

Q. Whether it was usual in Mr. Hastings's Government to receive Accounts without seeing the Vouchers ?

A. I believe not ; it is according to the Nature of the Office ; there are different Offices and different Departments.

Q. Whether you absolutely executed the Business yourself ?

A. I superintended the Execution of it by my Brother and my own Agents.

Q. Whether you did not purchase at Calcutta, and in the Country, a very considerable Part of this Grain ?

A. I purchased it almost all at Calcutta, except some few Articles that could not be procured at Calcutta, and for which my Brother wrote to an Acquaintance at Patna, but they were very trifling.

Q. When you purchased any Grain by your Agent, did you not check or controul the Accounts yourself in any Way ?

A. I have mentioned the Manner in which I checked and controuled them ; I saw the Musters and Samples and agreed to the Prices.

Q. Did

Q. Did they produce no Vouchers to you that they had actually purchased that Grain for such Quantities as you did not actually purchase yourself?

A. The Weighmen's Account of the Quantity weighed off duly, was the only Proof I had.

Q. How came you not to produce those Proofs which you had from your Agents when you accounted with Mr. Larkins?

A. Mr. Larkins called upon me for no Vouchers.

Q. You have said of your Accounts, that they were made up rather to your own Prejudice than to that of the Company; what do you mean by that?

A. I have in Part explained: I meant that the Grain was purchased by me sometimes a considerable while before it was charged to the Company, and the Wastage and Loss in the intermediate Time was mine, because I charged them only for the Quantities actually shipped.

Q. What Vouchers had you for that?

A. The Bills of Lading.

Q. Did you produce those Bills of Lading to Mr. Larkins?

A. They were sent in to the Board and forwarded by the Vessels to Madras, and Duplicates afterwards sent.

Q. Was you not appointed Agent for Supplies to the other Presidencies as well as Madras?

A. I was.

Q. At those Presidencies was there any Famine, or any Necessity for any very extraordinary Supply?

A. I never sent more to those Presidencies than they actually indented for.

Q. That is not the Question asked?

A. It appears to me to be an Answer.

Then the Question and Answer were read by the Clerk; and the Witness was asked,

Q. Were they in the Distress which Madras is stated to have been in?

A. I believe not; but they who were best acquainted with their own Wants did write for those Supplies to Bengal.

Q. The Question is not, whether they were demanded, but whether there reigned that Necessity which existed in Madras?

A. I have said, not.

Q. Whether you do not know there were Complaints from Bombay of the Supply?

A. I know that there were Complaints from Bombay of the high Rate of the Supply, but I know that after making those Complaints they wrote to have it continued.

Q. Did not the Court of Directors censure that Supply and the Terms of it?

A. They did; and after the Receipt of their Letter, the Agency was abolished.

Q. But not before the Court of Directors had testified their extreme Disapprobation?

A. The Agency was not abolished before; but the Governor General and Council wrote to Madras that they were willing to abolish the Agency, and to adopt any other Mode which they thought might tend more effectually to their Relief; and this was a considerable Time before it was abolished.

Q. Do you not know that the Court of Directors considered it as an unnecessary Expenditure of the Company's Money?

A. I can only tell or only judge how the Court of Directors considered it from the Terms of their Letter.

Q. Did not you charge Seven Rupees a Bag for this Supply of Rice sent to Bombay?

A. I do not recollect exactly what the Charge was.

Q. Whether you do not believe it came to that?

A. I fancy it did.

Q. Whether Five Rupees a Bag were not charged for Freight alone?

A. I seldom paid so much for Freight as private Merchants for their own Account; and I know that private Merchants paid Five Rupees and a Half and upwards, I believe, to Madras only, which is not above Half the Distance.

Q. The Question is, whether or no you did not charge Five Rupees per Bag for Freight only above the Seven?

A. No; I did not certainly.

Q. The Question is, whether the Whole of the Charges did not amount to Seven Rupees the Bag?

A. I imagine the Cost must have been about Two, and the Freight Five.

Q. Did

Q. Did not you charge a Commission as well upon the Freight and the Charges as upon the Prime Cost of the Commodity you bought at Bengal?

A. I did, until it was reduced; that was my Rule until it was reduced.

Q. Did Mr. Hastings reduce it of himself, and upon his own Motion?

A. It was reduced by the Board.

Q. Did Mr. Hastings propose the Reduction of it, and carry the Reduction of it or not, of his own Accord, from the Sense of the Impropriety of so enormous a Charge?

A. If he did, it will appear upon the Record.

Q. The Question is, *de facto*, you being Secretary of the Council and Contractor, whether Mr. Hastings did reduce the Agency himself?

A. He did not move the Reduction of it, I believe; I believe it was reduced in consequence of a Letter which I addressed to the Board while Mr. Hastings was up the Country, and it was taken into Consideration after Mr. Hastings's Return.

Q. Why did you charge it so high first, and reduce it afterwards?

A. I charged it according to the Rule established for me; and suggested the Reduction soon after my Return from Madras, in consequence of the great Increase of Freight, and I believe from some Conversation I had with Mr. Macpherson upon the Subject.

Q. What was your Conversation with Mr. Macpherson upon the Subject?

A. Mr. Macpherson told me the Commission was considered as high, and upon Charges particularly.

Q. Then it was Mr. Macpherson that suggested to you the Reduction, and not Mr. Hastings?

A. I came in the Ship from Madras with Mr. Macpherson, and I think it was either on Board the Ship, or soon after our Arrival; Mr. Hastings was at that Time up the Country.

Q. When was any Complaint received from Bombay relative to these excessive Charges?

A. I do not recollect the Date when, but I believe it was in 1781.

Q. Was not the Company in very great Distress for Want of Money at that Time?

A. The Distress for Money was very great at that Period of Time.

Q. Was there no Complaint from any of the Presidencies of the evil Quality, of the inferior Quality of the Rice?

A. I have stated it and explained it.

Q. Do you recollect, whether or no, Mr. Hastings did not personally declare to you, that this Post was intended as a Reward for your long and laborious Services which had hitherto been unprofitable to you, as your Income fell short of your necessary Expence in this former Period; and that when you obtained the Place of Secretary, the Board reduced the Salary from 2,500 Rupees per Month, to 1,800 Rupees, which was a Sum scarcely sufficient to maintain you in it with Credit? Did Mr. Hastings declare that to you?

A. That seems to be a Question from a Letter from me to the Board.

Q. Did Mr. Hastings ever declare so to you, or not?

A. I conclude he must have so stated it, if I have said so in that Letter; I do not at this Moment recollect the Circumstances particularly, or the Time.

Q. Do you recollect whether or not Mr. Hastings ever had Conversation with you to this Effect?

A. I believe he must have had Conversation to that Effect with me, because I stated something of that Kind when the Circumstance was more recent.

Q. The Question is, whether you mean to say you do, or not, recollect whether Mr. Hastings had some such Conversation with you, or not?

A. I cannot at this Moment recollect when that Conversation took Place or the Circumstances of it.

Then the following Question and Answer were read by the Clerk.

Q. (a) Whether you do not know that Mr. Hastings gave it you expressly upon the Idea of the former or present Incompetency of the Salary to your Services?

A. I cannot really say what Motive might operate upon Mr. Hastings's Mind, but I am confident that he never mentioned my Salary at the Time.

The Witnesses added to his former Answer as follows:

A. I cannot recollect that he did mention the Salary at that Time. I am pretty certain he did not mention the Salary at that Time.

Q. Whether, when you wrote to the Board, you wrote ‘that the Members of the Board at the same Time personally declared to you, that this Post was intended as a Reward for your long and laborious Services which had hitherto been unprofitable to you, as your Income fell short of your necessary Expence in this former Period; and that when you obtained the Place of Secretary, the Board reduced the Salary from 2,500 Rupees per Menssem, to 1,800, which was a Sum scarcely sufficient to maintain you in it with Credit?’ Do you recollect writing to that Effect?

A. I do recollect I did write to that Effect.

Q. How do you reconcile that which you then wrote, with the Confidence you now profess, that Mr. Hastings did not at that Time mention any Thing with respect to the Salary?

A. Because I believe some Conversation to that Effect must have taken Place soon after I received the Appointment; I am pretty certain it did not take Place at the Board, because the Business of the Council passed regularly without any Conversation of that Sort.

Q. The Letter being “The Members of the Board at the same Time personally declared to me this Post was intended as a Reward”—Why did you write, if you did write, that the Members of the Board at the same Time did personally declare so to you?

A. I certainly wrote so, and I think it might have been after Council, when Conversation was general. I am not certain as to that, when it took place.

Q. (By a Lord.) You said it was agreed you was to account upon Honour, and that has been the Practice since; is it usual when a Person is to account upon Honour to demand Vouchers, and whether that would not totally change the Nature of an Account upon Honour?

A. I believe it is not usual, and it is generally understood for those Offices where Vouchers are difficult if not impossible to be had for all the Expenditures.

The Witness was directed to withdraw.

To shew a similar Instance of accounting upon Honour in Lord Cornwallis's Time,

Read, from Book 524, the following Extract of a Consultation of the 6th November 1790, beginning at Page 135 of the same Book.

“Fort William, 6th November 1790.

“At a Council; Present,
Earl Cornwallis, K. G. Governor General, President;
Peter Speke, }
and } Esquires.
William Cowper, }

The Honourable Charles Stuart absent on the River.

“Minute delivered in by the Governor General.

“As it is an Object of the first Importance to provide for the Draft of our Artillery, in the completest Manner, I propose to collect all the trained Draft Cattle from the different Stations within our Reach, either by Land or Water Conveyances, and to authorize the Purchase of any good, serviceable, and well-trained Hackney Bullocks that may be procureable, either at the Presidency, or at Muxadavad. My Object will be to obtain, at least, 1,000 Head of the best and most efficient Cattle, but, as we hardly hope to accomplish it, I propose, that any Deficiency shall be made up by young and new Cattle, to be purchased by Mr. Biddulph, who is now on the Spot at Purneah; and tho’ I am aware they will not become immediately useful, I am still in hopes, that by Exertion and Care in training them, they may be made serviceable in a short Time. I propose to make use of the Agency of Mr. Biddulph the Contractor at Purneah, and that he should employ his Agent Mr. Ritso at Berhampore. The Contractor's Agency will be made use of at the Presidency, but as the Cattle procured by Mr. Biddulph, over and above what he obtained to complete the Establishment, will not fall within the Terms of his Contract, it will be proper, that some Gratuity should be given to the Contractor for his Agency in the Business, the Amount of which may be determined, when his Accounts, attested upon Honour, are given in. (a)

(Signed at the End of the Consultation)

“Cornwallis,
Cha^r Stuart,
Peter Speke,
W^m Cowper.”

Then the House adjourned to the Chamber of Parliament.

(a) Vide Appendix, N^o CCCXIV.

Die Martis, 28^o Maij 1793.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Counsel for the Defendant, they might proceed in his Defence.

The Counsel for the Defendant stated, that the next Article of this Charge was the Contract made with Mr. Belli, alledged, to have been a new Office or Appointment created by the Defendant, namely, the Appointment of an Agent for the Supply of Stores and Provisions for the Garrison of Fort William in Bengal, for which Appointment no adequate Necessity did then exist; and that, in the Spirit of criminal Partiality to his own Favourites, he nominated and appointed to the said Agency Mr. Belli, who at that Time was, and did continue to be, his confidential and private Secretary:

As to which they should first shew, that a Depôt of Stores and Provisions for the Garrison of Fort William was a Measure proper at all Times, and under all Circumstances, and particularly so at the Time, and under the existing Circumstances, when it took Place, in the Instance in Question.

And the First Evidence they should produce would be a Document as early as the Year 1711.

Read from a separate Paper, indorsed as follows, " Draught of General Letter to Bengal, 28th December 1711, per Mary Marlborough Kent," the following Extract, beginning at Paragraph 81 of the same Letter.

" London, the 28th December 1711.

" Our President and Council of Bengal.

" 81. It had been wrote us that ffort W^a lying in the Belly of the Country, the Natives, if in open Hostility, might starve you out; but we know not how to think it, since, by lying on the Edge of the River, you have that always open. The Natives have no Maritime Strength, and Provisions might be brought by Sea; but to prevent this, we would have you always well stored with Rice, &c. * Provisions for your own Occasions, as well as w^t is annually required for ffort St George, and w^h you must send them as often as you can, and as much as they write for; but at y^e same Time be very careful that y^e Salt Provisions you provide be good of their Kind, and well taken care of, for we hear some lately sent thither proved bad, and was, the greatest Part of it, forced to be thrown away, of w^h you will hear more from Madras. * Sic in Orig.

(Signed at the End of the Letter)

" John Cooke,
Nicholas Tourton,
John Eyles,
John Ward,
William Hewer,
William Cotefworth,
Peter Godfrey,
William Humfreys.

" George Mathew,
Jonathan Andrews,
Edward Gibbon,
John Fleet,
Richard Cocke,
Robert Child,
Nath^l Hune,
Fred^k Herne,"

To shew, that in November 1771 the Board of Calcutta directed Colonel, afterwards, Sir Archibald Campbell to commence the Works, and to make proper Magazines and Stores for a large Garrison; and that the Government should take such Measures for securing a Supply of necessary Provisions for the Place, as might be calculated for the Subsistence of a Garrison of 10,000 Men for Three Months; and that

that every Article of Provision esteemed soon perishable should be sold every Six Months, and a fresh Supply laid in Store ;

Read, from Book 118, the following Extract of a Consultation of the 16th of January 1777, beginning at Page 72 of the same Book.

“ Fort William, 16th January 1777.

“ At a Council; Present,
The Honourable Warren Hastings Esquire, Governor General, President;
Lieutenant General John Clavering,
Richard Barwell, } Esquires.
and
Philip Francis,

“ Extract of a separate Consultation in the Secret Department, on Captain Lockhart Russell's Return from Madagascar with Intelligence, dated 2d December 1771.

“ The Board are of Opinion, that the Military Committee should be desired to direct Colonel Campbell to commence these Works, proper Magazines for Stores and Provisions, for a large Garrison, with all Expedition which the Stores and Materials in Hand will admit of; and furthermore, that the Governor be desired to take such Measures for securing a Supply of necessary Provisions for the Place, as may be calculated for the Subsistence of a Garrison of Ten thousand Men for Three Months; that every Article of Provisions which may be esteemed soon perishable, should be sold every Six Months, and a fresh Supply laid in Store (a).

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
R^d Barwell,
P. Francis.”

The Counsel for the Defendant stated, they should next refer to the printed Minutes, Page 1410, to shew, that, at the Time of the Appointment of Mr. Belli, Mr. Francis agreed “ that it was proper in all Circumstances, and more particularly perhaps at that Juncture, that a Store of Provisions should be deposited at Fort William.”

To shew, that in 1785 the Directors and Board of Controul agreed in the Necessity of keeping a regular and continued Supply of Provisions at Fort William, to answer any particular Emergency,

Read, from Book 560, the following Extract of a General Letter, from the Court of Directors, to the Board at Bengal, dated 27th March 1787, beginning at Paragraph 76 of the same Letter.

“ 76. We have taken a View of your Proceedings since the Expiration of the Contract with Mr. Belli, relative to keeping up a Depot of Victualling Stores in the Garrison of Fort William; and most heartily concur with you in applauding the Conduct of Mr. Belli, whose Fidelity and Assiduity in the Discharge of his Duty is fully proved by the Circumstances brought forward to our Notice in the 63d Paragraph of your General Letter of the 10th December 1784.

“ 77. We agree with you in the Necessity of keeping a regular and continued Supply of Provisions at Fort William, to answer any particular Emergency; at the same Time we wish to render the same as little expensive as possible. We conceive that the Frugality or Exorbitancy of that Expence depends in a great Measure on the Mode in which those Supplies are provided. We see no Reason to doubt that the Measures you have taken, as stated in your different Letters and Consultations, have been directed to that Object; but as you observe that a Reduction of the former Expence in supplying Fort William with an annual Store of Provisions, can only be made by regular and gradual Experiments, we expect, now that you have had the Benefit of more Experience, and have examined the Subject to the Bottom, you have come to a Decision upon it, and will, with your first Convenience, report it to us, together with the Reasons which have induced you ultimately to form that Decision.

“ 78. One Observation it is impossible for us not to make, upon the Whole of what you have laid before us.—The Garrison Storekeeper is not only to receive a Commission of Eight per Cent. on furnishing the necessary Articles, but also a like Commission on such Stores as it may be deemed necessary to dispose of; we are therefore naturally led to ask, wherein is the Check established, either to prevent his not urging you to purchase, from Time to Time, a greater Quantity of Stores than may be really necessary, or in the proper Care of the Stores when

purchased, so as that they may not be again disposed of on growing unserviceable, before it would be otherwise necessary so to do.

" 79. By this Observation, we do not mean to cast the most distant Reflection on the Conduct of your present Garrison Storekeeper, Mr. Plowden. We only wish to draw your Attention more closely to the Subject, which we hereby direct you to revise, with a Reference to our former Sentiments thereon, as contained in our General Letter of the 23d December, 1778: And, as the keeping a constant Supply of Provisions, sufficient for the Support of 3,000 Europeans, and 9,000 Native Troops for Three Months, must unavoidably be attended with no inconsiderable Expence, such a Mode must be adopted, whether by Contract or otherwise, as will confine that Expence within the narrowest Bounds, consistently with the Good of the Service to be performed.

(Signed at the End of the Letter)

" London,
the 27th March, 1787.

" George Tatem,
John Travers,
Abram Roberts,
W. Elphinstone,
Paul Le Melurier,
Tho^r Cheap,
Jacob Bosanquet,
Cha^r Mills,
Jn^r Michie,
John Motteux,
Jn^r Woodhouse,
John Hunter,
Jn. Townson,
George Cuming,
Hugh Inglis,
Tho^r Parry,
John Roberts."

To shew the Fitness of Mr. Belli for the Office, the Counsel for the Defendant stated, they should again refer to Mr. Francis's Minutes, in Page 1410 of the printed Minutes of Evidence, and also to the Minute of Sir Eyre Coote, in Page 1443 of the printed Minutes.

To shew, that the Provisions purchased by Mr. Belli sold for more than Mr. Belli had charged,

Read also, from Book 527, the following Extract of a Letter from the Governor and Council at Bengal, to the Directors, dated 10th December 1784, beginning at Paragraph 62 of the same Letter, and Page 288 of the same Book.

" Par. 62. The Contract for victualling the Garrison expiring on the 4th October last, we adverted to the Necessity of appointing a proper Person to receive Charge of the Depot; Mr. Belli was engaged thereby to make out the respective Periods on which the several Branches of it should be deliverable, and accordingly invested Mr. R. C. Plowden with this Charge, allowing him a Commission of Eight per Cent. on such Purchases and Sales as he might hereafter think proper to direct. For our Minutes, constituting this Appointment, we beg to refer you to our Consultations, 21st September 1784.

" 63. We have the Pleasure to acquaint you, that the First Sales took Place on the 2d instant, according to the Mode prescribed in the Consultation above referred to, and, in Justice to Mr. Belli, we deem it incumbent on us to state the Amount for which the above Articles were laid in by him, viz.

	A. R.	26,950
And the Amount of their Sales	—	45,252
		<hr/>
Difference	—	A. R. 18,302
		<hr/>

" Such an Instance of Integrity as is proved by the above Difference, which becomes a clear Profit to the Company, deserves our highest Encomium." (a)

To shew the Approbation of the Court of Directors, of Mr Belli's Conduct,

Read, from Book 560, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, in Answer to the above, dated 27th March 1787, beginning at Paragraph 76 of the same Letter.

" 76. We have taken a View of your Proceedings since the Expiration of the Contract with Mr. Belli, relative to keeping up a Depot of Victualling Stores in the Garrison of Fort William, and most heartily concur with you in applauding the Conduct of Mr. Belli, whose Fidelity and Assiduity in the Discharge of his Duty, is fully proved by the Circumstances brought forward to our Notice, in the 63 Par. of your General Letter of 10th December 1784.

The Counsel for the Defendant stated, that, as to the next Allegation of this Article, namely, the Commission allowed to Mr. Belli, stating, ' that notwithstanding the De-

(a) Vide Appendix, N^o CCCCXV.

pendant, at the Time of creating the Office, had consented to take the Opinion of respectable Merchants, in Calcutta, in order to ascertain the Rate of Commission proper to be allowed to the Agent; and, notwithstanding their Opinion was, that a Commission of Twenty Pounds per Cent. per Annum, would be fully sufficient; yet the said Defendant proposed, and by his own casting Voice granted Mr. Belli, a Commission of Thirty Pounds: They should First shew, that other Papers were delivered in at the same Time to the Board with the Report of the Merchants, and the Proceedings of the Board thereupon.

Read, from Book 39, the following Extract of a Consultation of the 7th November, 1776, beginning at Page 462 of the same Book.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Richard Barwell, } Esquires.
Philip Francis, }
General Clavering indisposed.

“ Read, the following Letter, with its Inclosuers, from the Accountant.

“ Honble. Sir, and Sirs,

“ In consequence of your Orders, I have the Honour to lay before you the following Accounts:

N^o 1. Store-keeper of the Garrison Provisions in Account with the Honble. Company.

N^o 2. Charges of Provisions for the Garrison of Fort William, in Account with the Honble. Company.

“ The above Two Accounts are taken from the General Books sent home by the preceding Annual Ship: The Store-keeper, not having sent in any Account in Time to be entered in those sent by the Talbot, his Account stood in them the same as in N^o. 1.

“ N^o 3. Is an Account of Stores for the Provision of the Garrison of Fort William, as entered in the General Books, per Talbot.

“ Accountant's Office,
7th November, 1776.

“ I have &c.

(Signed) “ W^m Larkins,
Sub-Accountant.

“ Ordered, that these Accounts be kept for the Reference of the Board.

“ Ordered also, that this Subject lie for Consideration, and, in the mean Time, that the Commanding Officer in Garrison visit the Stores and Provisions which are now remaining of the Stock laid up by the Store-keeper of Garrison Provisions, and that he report the actual Quantity and State of the same, with an Estimation of their present Value, for the Information of the Board. (a)

(Signed) “ Warren Hastings,
Rich^d Barwell.”

The Counsel for the Defendant stated, they should next refer to the printed Minutes, Page 1417, to shew, that, from various Causes, there had been a Loss of above Ninety per Cent, during the Two Years it was under the Management of those who had the Appointment before Mr. Belli.

As to the next Allegation of the Charge, that the Defendant engaged to be answerable to the Council for as much of the said Commission as the Court of Directors should disapprove of,

The Counsel for the Defendant stated, they should shew that the Defendant, in common with the rest of the Council, was not guilty of any Disobedience of the Company's Orders, in suffering Mr. Belli to retain the full Profits of his Agency; the Court of Directors having ordered the Amount beyond 20 $\frac{1}{2}$ Cent to be paid back upon a Calculation made by General Clavering, of what those Profits would amount to at 20 $\frac{1}{2}$ Cent, whereas in Fact they fell short of nearly One Half of what General Clavering had calculated; in consequence of which the Board unanimously, Mr. Francis acquiescing, referred the Subject back to the Court of Directors for their further Consideration; who, on further Consideration, suffered Mr. Belli to detain the Profits of his Agency such as they were.

For which Purpose they would First refer to a Letter from the Court of Directors, 28th December 1778, (b) in the printed Minutes of Evidence, Pages 1437-8.

(a) Vide supra Appendix, N^o CCV.

(b) Vide supra, Page 1437, Note (c).

Read, from Book 56, the following Extract of a Consultation of the 23d December 1779, beginning at Page 498 of the same Book.

“ Fort William, 23d December 1779.

“ At a Council ; Present,

The Honourable Warren Hastings, Governor General, President ;

Richard Barwell,
Philip Francis,
Edward Wheler, } Esquires.

Sir Eyre Coote gone to visit the different Stations of the Army.

“ Read, a Letter from Mr. Belli as follows.

“ To I. P. Auriol Esquire.

“ Sir,

“ Fort William 20th December 1779.

“ I have received your Letter conveying to me the Extracts relating to my Agency, from the General Letter, dated 23d December 1778, and the Governor General and Council's Commands to answer them ; in Obedience to which I request, Sir, that you will acquaint the Honble. Governor General and Council that my Accounts, which I hope to be allowed some Time to examine, my immediate Attention to them for several Months having been prevented by Sicknefs, and by Absence from Calcutta for the Benefit of a Change of Air, shall be laid before them as soon as possible.

“ At the same Time I request you will, Sir, inform the Governor General and Council, that had I imagined it possible a Demand could have been made upon me to refund any Part of my Profits, or which I esteem the same Thing, that the Governor General could not have been subjected to a Penalty which the Terms of my Agency do not really enable me to indemnify him from, I would not have accepted of the Commission, which indeed was given to me without any Clause to such Effect alluded to in it.

“ As to undertaking the Remainder of the Duty for less than the Agreement to which I am bound, it is not in my Power to consent to it. I have met with too many and severe Misfortunes to enable me to undertake the Risks I run, for less than the Conditions on which I have ventured to hazard them.

“ I beg Leave to trouble you also, Sir, to acquaint the Honble. Board, that before I send in my Accounts I can assure them on my Honour, the Estimate made by General Clavering is so greatly exaggerated, that the whole Profits of my Agency, which I have held now near Three Years with a Commission of 30 $\frac{1}{2}$ Cent. has fallen Short of what the General asserted they would have been at 20 $\frac{1}{2}$ Cent. only, by nearly One Moiety.

“ As the Honourable Court of Directors have asserted with the General's Estimate before them that I should retain the Commission at 20 $\frac{1}{2}$ Cent. which, adopting as they do the General's Reasons, they must have imagined would be nearly double my actual Profits on the 30 $\frac{1}{2}$ Cent. surely they can have no Reason to require that the Profits I have received be refunded, or those which I am to receive should be diminished, as all their Deductions proceed on a speculative Estimate which has turned out in Fact to be erroneous.

“ I have the Honour to be, &c.

“ Fort William,
20th December 1779.

(Signed)

“ John Belli.”

(Signed at the End of the Consultation.)

“ Warren Hastings,
Rich^d Barwell,
P. Francis,
Edw^d Wheler.”

The Counsel for the Defendant stated, that they would next refer to a Letter and Account sent to the Board, already given in Evidence by the Managers for the Commons, in the printed Minutes of Evidence, Page 1438 to 1442, to shew that Mr. Belli's actual Profits in Three Years were no more than One Lack 2,000 Rupees.

The Counsel for the Defendant stated, that Mr. Francis and the Board unanimously referred the Matter back to the Court of Directors ; and they should next call Mr. Hudson to shew, that they did not repeat the Orders for Mr. Belli to refund.

The Witness was asked,

Q. Have the Court of Directors issued any Order since the Reference made in the Year 1780 by the Board, with respect to their former Order for Mr. Belli to refund, and that such Order as was originally given should be carried into Execution ?

A. They never have.

Cross-examined by the Managers for the Commons.

Q. Do you know at what Time the Court of Directors took this Matter into Consideration?

A. I do not understand they did take it into Consideration.

The Witness was directed to withdraw.

Then Major SCOTT was again called in, and examined as follows.

Q. Do you know whether Mr. Belli is at this Time in England?

A. No, he is not.

Q. Is he returned to India?

A. He is, in the Course of this Season.

Cross-examined by the Managers for the Commons.

Q. Do you know when Mr. Belli came to England?

A. Mr. Belli came to England in the Year 1785, and remained in England at the Desire of Mr. Hastings, in order to give Evidence upon this Trial, upon an Idea that he would have been called long ago. He remained beyond the Period prescribed by Law to return, without the Consent of the Court of Proprietors in Addition to that of the Court of Directors; and the Court of Proprietors and Court of Directors unanimously restored him to the Company's Service.

Q. Whether any Application was made to the Managers that Mr. Belli should be examined previous to Mr. Hastings's Defence?

A. Not that I know of.

Q. When did Mr. Belli depart from England?

A. He sailed I think in the William Pitt about Six Weeks ago.

Q. When did the William Pitt sail?

A. I am not certain.

Q. When did the Vessel sail in which Mr. Belli went?

A. I do not know, I rather think she remained Six Weeks for Convoy at Portsmouth.

Q. Do you know that any Application was made to this Court for Mr. Belli's Attendance, in order to save him from the Penalties which he might have incurred from remaining beyond his Time?

A. Not that I know of.

Q. You said Mr. Belli had waited a considerable Time with a View to be examined at Mr. Hastings's Trial; whether you know that when Mr. Belli came to England his Intention was to return to India?

A. I cannot very well answer that Question; if my Opinion is wished I will give it; I believe the Case to be that Mr. Belli had a very moderate Fortune and an Increase to his Family every Year, which made him desirous to return.

The Witness was directed to withdraw.

Then Mr. WRIGHT was called in, and being sworn, was examined as follows:

Q. In the Report of the Accomptant General the Average Price of Rice, sent by Mr. Auriol, is stated in Current Rupees, but the Account was entered in Sicca Rupees; what is the relative Value between Sicca and Current Rupees?

A. One hundred Sicca Rupees are equal to One hundred and Sixteen Current Rupees.

Q. How many Maunds are there in a Bag of Rice?

A. I believe the usual Quantity in a Bag is Two Maunds.

Q. Whether you have made out any Account, from Paymasters and other Accounts, of the Average Number of Bullocks that were employed from February 1781, to January 1782?

A. I have made out such Account.

Q. What is the Average Number from February 1781, to January 1782?

A. The Average Number employed in that Time was 10,504 per Month.

(Cross-examined.)

Q. When did you leave Calcutta?

A. I never was in Calcutta.

Q. From what Information do you speak of the Number of Maunds of Rice, the Quantity generally put into a Bag?

A. I speak only from what appears in the Consultations.

Q. What Knowledge have you of the Difference between the Current and Sicca Rupees?

A. My Knowledge arises merely from the Accounts received annually from India.

Re examined by Counsel.

Q. What Province do you fill—What is your Office?

A. Auditor of the India Accounts.

Q. Is it necessary, in the Course of the Duty of that Situation, to be acquainted with the Difference between Current and Sicca Rupees?

A. Certainly, as that Difference is stated in the Accounts received.

Q. Is it a Matter of any Sort of Doubt, what is the relative Value of those Two distinct Species of Coin?

A. It appears to be the general Rate of Exchange, at which all the Accounts are computed, all that state Sicca Rupees.

The Witness was directed to withdraw.

The Counsel for the Defendant stated, they would next produce several Documents which were omitted to be delivered in Yesterday, upon the Subject of the Bullock Contract.

To shew the Complement of Cattle requisite for the Military and Ordnance Stores, and that it constitutes but a small Part of the Quantity of Bullocks necessary to accompany an Army in India,

Read, from Book 725, the following Extract of a Consultation of 10th June, 1791, beginning at Page 157 of the same Book.

“ Fort William, 10th June 1791.

“ At a Council; Present;
The Honble. Charles Stuart,
Peter Speke,
and
W^m Cowper, } Esquires.

Military
Deput.

Earl Cornwallis K. G. Governor General and Commander in Chief, absent on the Public Service.

“ Referring to my Minute of the 7th of June 1790, I concur most heartily with the Committee in their Suggestion relative to the Improvement of the Breed of Cattle in the Company's Dominions; and as the Complement of Cattle requisite for the Artillery and Ordnance Stores is only a small Part of the Total Number necessary to accompany the Army, I should be glad, if the Members of the Board would be pleased to consider of the best Means of procuring, on short Notices, great Supplies of Cattle. (a)

(Signed at the End of the Minute)

“ J. Murray.”

(And at the End of the Consultation)

“ Ch^r Stuart,
Peter Speke,
W^m Cowper.”

The Counsel for the Defendant stated, they should next proceed to shew the bad Policy of advertizing, and letting to the lowest Bidder, a Contract of this Importance.

Read, from Book 725, the following Extract of the Proceedings of Military Board of the 10th June, 1791, beginning at Page 162 of the same Book.

“ Fort William, 10th June, 1791.

“ At a Council; Present,
The Honble. Charles Stuart,
Peter Speke,
and
W^m Cowper, } Esquires.

Earl Cornwallis, K. G. Governor General and Commander in Chief, absent on the Public Service.

“ I feel a Degree of Reluctance, and much Diffidence in offering my Sentiments (which in Reality are Objections) on the Subject of a Bullock Contract; but, solely actuated by my Wishes for the Good of the Service, and the present Advertisement for a New Contract affording, through the Medium of the Board, a just Opportunity for offering an Opinion, I rely on the Justice and Liberality of the Supreme Board for my Excuse for the Freedom of Remarks which proceed from such a Motive.

“ It has long appeared to me as a capital Defect in the General System of our Army Establishment, the giving the Draught and Carriage Cattle, or, in other Words, the Transportation of all the Artillery and Military Stores, and, ultimately, the Operations of the Campaign and its Consequences to a Contractor, who, tho' a Gentleman of the highest Honour and greatest Rectitude, feels himself as a Contractor no otherwise bound than by the Penalties affixed to his Breach of Contract, and when it is probable it will be more his Interest, upon a Call of Emergency, to forfeit rather than to fulfill his Engagements tho' subject to a heavy Penalty.

“ That this Branch of the Military Service has for Years past been conducted by Contract, and without any very great Evil or Complaint arising from the Mode, as practised on this Establishment, proves nothing, to my Judgement, in Favour of the System. We have been mostly at Peace here, and the Defects of the Plan have passed unnoticed, or little attended to; a sudden and unexpected War, whilst it proves the Defects, may leave us only to lament the Misfortune.

Report says, that, in the present War in the Carnatic, some Evil has arisen from the Cattle Contract. I mean not to strengthen or support this Rumour, which, if a Truth, must be known to Government, whose Wisdom will prevent the like in future; but I cannot dispossess myself of the Belief that there were some Grounds for Disappointment from the Contract, and it has added to my former Objections to this Mode of supplying the Cattle, which appears to me to possess but One Advantage, that of determining in some Measure the Expence, against many solid Objections; and this Advantage is lost, when we reflect that Government, from the Experience of Expence, may readily ascertain what the Cost ought and would be, if the Business was conducted by their own Servants, over whom they have an unlimited Controul and Power of forcing a just and proper Obedience and Attention, whilst his * Hopes of Honour, Rank, and Advantage, would rest upon the faithful Discharge of the Trust reposed in him.* In One Word, I see little Difference between contracting for the Army at large, and the Spring by which the Army is to move, I mean the Artillery Draft and Carriage Bullocks. (a)

• See in Orig.
• See in Orig.

(Signed at the End of the Minute) " S. Dyer,
Acting Quarter Master General."

(And at the End of the Consultation)

" May 27th, 1791.

" Cha^s Stuart,
Peter Speke,
W^m Cowper."

Read, also, a further Extract from the same Consultation, beginning at Page 177 of the same Book.

" Mil^d And^d Gen^l.—I think it is about Twenty Years since I communicated to the late Colonel Muir Sentiments coinciding with those in the Introductory Part of Major Dyer's Minute. I have often examined the Opinion, and I see strong Arguments for and against it. The Subject is of very great Importance to the State; and when the Right Honourable the Commander in Chief shall have Leisure to communicate to Government the Result of the Observations derived from his Experience and Discernment, the Supreme Board will have such clear and well grounded Information, as will enable them to determine to which System decided Preference should be given. In the mean Time, without hazarding a final Opinion, I will venture to state the Mode that has sometimes occurred to myself, as the best for obviating the Objections which have been presented to my own Mind on both Sides of the Question; namely, that this Service should be executed by Contract, rejecting without Hesitation every Proposal of any Man who should offer to take it on Terms so low as to be obviously inadequate, and concluding the Contract with one or more Men of respectable Characters on liberal yet unextravagant Terms. But instead of making this Contract for a fixed Number of Years, or leaving it transferrable to Executors, Administrators, or Assigns, a Clause should be inserted in it, expressly declaring, that the Government might put an End to the Contract, whenever they should think proper, upon a Notice of Months, taking the serviceable authorized Stock off the Contractor's Hands at a fair Valuation. By these Means the Expence would be defined, and kept within reasonable Limits, which are the great Objects of the Company in their System of Contracts; and the Contractor would be bound to the faithful Discharge of his Duty to the Publick by the strongest Ties, his Credit and Interest; because he would be sensible that the Continuance of his Profits would depend entirely on his good Conduct, and that his Dismission for Misbehaviour would be marked with Disgrace. (b)

(Signed at the End of the Minute) " J. Murray."

(And at the End of the Consultation) " Cha^s Stuart,
Peter Speke,
W^m Cowper."

Read, from Book 726, the following Extract of a Consultation of the 29th July 1791, beginning at Page 440 of the same Book.

" Fort William, 29th July 1791.

" At a Council; Present,
The Honble Charles Stuart,
Peter Speke,
and } Esquires,
Wm. Cowper, }

Political
Department.

Earl Cornwallis, K. G. Governor General and Commander in Chief, absent on the Publick Service.

" Sir Charles Oakeley Bart. Acting President, and Council, Fort St. George.

" Gentlemen,

" The Exertions that have been made by your Government to procure a Supply of Bullocks, and to forward in every Respect the Equipment of this Army, claim my warmest Acknowledgements, and I am happy to find that they have hitherto been attended with greater Success than I was sanguine enough to expect. Some greater Encouragement must be given to Bullock Drivers; for without a proper Number of that useful Class of Men, our Losses in Bullocks must con-

(a) Vide Appendix, N^o CCCCXVI.

(b) Vide Appendix, ibid.

tinue to be repeated, either by their starving, from the Want of People to provide sufficient Food for them, or from their being ruined by unskilful driving.

"I shall think it necessary to put the Cattle that have been procured by the Exertions of Government under the Management of a publick Agent, as I am sorry to say, from Experience, that the Contract has been a Delusion of a most dangerous Nature to a Commander in Chief of an Army. (a)

"Camp, at Magri,
1st July 1791.

(Signed at the End of the Letter)

"Cornwallis."

(And at the End of the Consultation)

"Cha^r Stuart,
Peter Speke,
W^m Cowper."

Read, from Book 724. the following Extract of a Consultation of the 15th June 1791, beginning at Page 484 of the same Book.

"Fort William, 15th June, 1791.

Political Department.

"At a Council; Present,
The Honble. Charles Stuart,
Peter Speke,
and
W^m Cowper, } Esquires.

Earl Cornwallis K. G. Governor General and Commander in Chief, absent on the Public Service.

"The following Minute was received from Mr. Stuart on the 13th instant, and communicated to the other Members of the Board.

Minute from
Mr. Stuart,
No 1.

"Secret Department, 11th June 1791.

"On this Occasion we shall find it indispensably necessary to depart from One of those systematic Principles which ought, I allow, to regulate the Public Expenditure in every Public Case; nothing indeed but the most pressing Exigency ought, at any Time, to induce even slight or temporary Relaxation from the Rules which have been used to guide us in this Department of Government. It must be so evident however, that there is not in the present Conjuncture a Possibility of our calculating, with any Precision, what, where, and when Supplies will be required from hence; and it must, in Consequence, be so manifest, that Contracts for such uncertain Supplies cannot be entered into without great Hazard to the public Service, that I have not a Doubt of the most liberal Allowance being made for any Irregularities in the Mode of providing Supplies, which existing Emergency, and our Zeal to promote that Service, may lead us into. (b)

(Signed at the End of the Minute)

"Cha^r Stuart."

(And at the End of the Consultation)

"Cha^r Stuart,
Peter Speke,
W^m Cowper."

The Counsel for the Defendant informed the House, that they had now closed their Evidence on the Defence to the Fourth Article of Charge.

The Counsel for the Defendant stated, that the Managers having given in Evidence certain Documents to shew the Opinion that was entertained by the Inhabitants of India upon Mr. Hastings's Conduct in general, and others to shew his Mal-administration; they proposed to give in Evidence several Letters, transmitting certain Representations from the Natives of India, expressing a very different Sense of his Government.

The Managers for the Commons desired to know from whom the Documents came.

The Counsel for the Defendant stated, that they came through the Channel of the Court of Directors, being Part of a Communication made to them by the Government of Bengal.

The Managers for the Commons stated, that they made no Objection to the Production of them, but desired to know how the Signatures were obtained.

The Counsel for the Defendant informed the House, they would first read an Extract of a Letter from the Governor General and Council at Bengal, dated 6th of November 1788.

Read, from Book 672, the following Extract of a General Letter from the Governor General and Council at Fort William in Bengal, to the Court of Directors, dated 6th November 1788, beginning at Paragraph 309 of the same Letter.

"Par. 309. Four several Addresses from the principal Native Inhabitants of Benares, to your Honourable Court, declaring their Sentiments of Mr. Hastings, were submitted to us by Mr.

(a) Vide supra Appendix, N^o CCCXCIX.

(b) Vide supra Appendix, N^o CCCCXIII.

George Thompson, late Secretary to Mr. Hastings, at the Request of Ally Ibrahim Cawn, the Chief Judicial Magistrate of that City, with the Correspondence which had passed with him on the Subject of them.

" 310. It appeared from the Tenor of this Correspondence that a Deputation of the Inhabitants of Benares had expressed their Wishes, through Ally Ibrahim Cawn, to wait upon your Resident Mr. Duncan with these Addresses, as the regular Official Channel of Communication, but that Mr. Duncan had declared it was unnecessary for the Inhabitants to attend him with the Addresses, as they did not concern the Company's Affairs.—Under these Circumstances they were forwarded to Mr. Thompson, as the Attorney and Friend of Mr. Hastings, with a Request that he would lay them before the Governor General in Council, and take the necessary Steps for their being translated and transmitted to Europe.

" 311. In Compliance with Ally Ibrahim Cawn's Solicitation, Mr. Thompson submitted these Papers to us, as before recited, requesting that they might be translated and forwarded to you in due Time; and under a Supposition that the Company would not be averse to receive, from its Native Subjects and Allies, the publick Declaration of their Sentiments, upon a Question of so much Importance to their Happiness, and to the Credit of the English Nation, as the Conduct of Mr. Hastings, during his long Government, Mr. Thompson further requested, that he might be permitted to receive the Suffrages which the Native Inhabitants of the Company's Possessions were desirous of conveying to the Court of Directors, as their Sense of Mr. Hastings's Merits; and that the Judges, Collectors, and Residents might be informed that he had obtained such Permission, or that they were themselves at Liberty to receive and transmit to us any Testimonies relative to Mr. Hastings, that might be tendered to them by or on the Part of the Native Inhabitants.

" 312. With these Requests from Mr. Thompson we complied, having qualified our Orders to the Judges, Collectors, and Residents, in the following Terms: ' That the Liberty accorded ' was merely to receive and transmit Testimonials when offered; but that they were not ' to deduce any Inference from it, that they were authorized to exercise any further Interference.'

" 313. The Addresses above mentioned, with Translations, and various other Addresses, &c. from the Nabob Vizier and his Ministers, from the Nabobs of Furruckabad, and these Provinces, also from the principal Zemindars of Dinagapore, Boglepore, &c. &c. &c. according to a List which accompanies them, attend you in the present Dispatch.

(Signed at the End) " Cornwallis,
Cha' Stuart,
J. Shore."

Then the Witnesses produced several other Papers.

The Managers for the Commons stated, that in respect of the Papers now tendered, they should leave it to the Consideration of the House, whether the same were admissible.

The Counsel for the Defendant stated, that independant of other Grounds they tendered them upon the Ground of a Consent given by the Managers for the Commons, by a Promise made so long ago as the Year 1789, and submitted whether it would be proper for them therefore, to argue upon their Admissibility.

The Managers for the Commons stated, they had no Objection, and would leave it to the House.

Read, also, from Book 672, Extract of a Letter from Governor General and Council in Bengal to the Court of Directors, dated 10th March 1789, beginning at Paragraph 147 of same Book.

" Honble. Sirs,

" Par. 147. Such Addresses respecting Mr. Hastings, as have been translated since the Departure of the Kent, are forwarded by the present Dispatch.

(Signed at the End of the Letter) " Cornwallis,
Ch' Stuart."

Read, also, from a Book, intituled, " Bengal Letters received, 10th August 1789, 16th April 1790," the following Extract of a Letter from the Governor General and Council at Fort William to the Court of Directors, dated the 10th August 1789, beginning at Paragraph 108 of the same.

" Honble. Sirs,

" 108. Such further Testimonies from the Natives, respecting Mr. Hastings, as have been received since the Departure of the Northumberland, are sent, with Translations, in the Swallow's Packet.

(Signed at the End of the Letter)

" Fort William,
the 10th August 1789.

" Cornwallis,
Ch' Stuart,
J. Shore."

Read, also, the following separate Papers above produced and delivered in by the Witnesses:

N^o 1. Copy of Letter from Mr. Thompson, dated 27th March 1788.

To Earl Cornwallis, K. G. Governor General, &c.

Fort William, 27th March 1788.

My Lord,

The principal Native Inhabitants of Benares, having in four several Addresses to the Honourable Company declared their Sentiments of Mr. Hastings, were desirous of delivering the Addresses to Mr. Duncan, the Resident at that Place, in order that he might forward them to the Governor General in Council, and that they might be so transmitted to the Court of Directors. To this End, Ally Ibrahim Khawn, the Chief Judicial Magistrate at Benaris, wrote to Mr. Duncan, requesting that he would appoint a Time when a Deputation of the Inhabitants might attend him with the Addresses: Mr. Duncan returned for Answer to Ally Ibrahim Khawn, that as the Addresses did not concern the Company's Affairs, it was unnecessary that the Inhabitants should either come or send to him; under these Circumstances, Ally Ibrahim Khawn, at the Instance of the Parties who had signed the Addresses, forwarded them to me, in order that I might present them to the Governor General in Council, for the Purpose of being transmitted to England.

The Circumstances, as I have here stated them, will appear from Ally Ibrahim Khawn's Letter to Mr. Duncan's Answer, and Ally Ibrahim Khawn's Letter to me, Copies and Translations of which I take the Liberty of enclosing, N^o 1.

In compliance with the Requisition which I have thus received, I have now the Honor to lay before your Lordship the several Persian Papers mentioned in the enclosed List, N^o 2; and as well on the Part of the Native Inhabitants of Benaris as of Mr. Hastings, most earnestly to request that your Lordship will be pleased to order that the said Persian Papers may be translated into English by the proper Officers, and with the Translations transmitted to the Court of Directors by the next Ship.

As I humbly conceive that the Honourable Company will not be averse to receiving from its Native Subjects and Allies the public Declaration of their Sentiments upon a Question of so much Importance to their Happiness, and to the Credit of the English Nation, as the Conduct of Mr. Hastings during his long Government; and as I understand that the principal Native Inhabitants throughout the Company's Possessions are desirous of conveying to the Court of Directors their Sense of Mr. Hastings's Merits, I take the Liberty of requesting that I may be permitted to receive their Suffrages, and that the Gentlemen who act as Judges, Collectors, or Residents under the Presidency of Fort William, may be officially informed that I have obtained such Permission; and that they have Authority to transmit to the Governor General in Council any Testimonies relative to Mr. Hastings, which may be tendered to them for that Purpose, by or on the Part of the Native Inhabitants of their respective Districts.

I have the Honor to be,

My Lord,

Your Lordship's

most devoted and obedient humble Servant,

(Signed) GEO. NESBITT THOMPSON.

(A true Copy.)

E. HAY,

Sec^y to the Gov^t.

N^o 2. First Enclosure in Mr. Thompson's Letter.

Translation of a Letter from Ally Ibrahim Khawn, the Chief Judicial Magistrate at Benares, to Jonathan Duncan, Esquire, the Resident at that Place.

The Inhabitants of this City have prepared, under their Seals and Signatures, several Addresses relative to the beneficent and honourable Mr. Hastings.—They wish to send to you certain Persons on their Part with the said Addresses, and to deliver to you a Petition to this Effect; viz. Be pleased, in your Kindness, to forward these Addresses to the Presence of the Right Honourable Earl Cornwallis, to whom be lasting Prosperity, and to the Honourable Gentlemen of his Council in Calcutta, who having graciously caused them to be translated by the Translators of the Company, will (it is requested) be pleased to forward them to the Honourable Directors in England, as has been already fully represented to you by Beneram Pundit. Whenever you shall be pleased to appoint, the said Persons will attend you, and present the said Addrefs.

Translation of Mr. Duncan's Answer to Ally Ibrahim Khawn.

Usual Compliments.

Your Letter, informing me that the Inhabitants of the City have prepared, under their Seals and Signatures, several Addresses relative to Mr. Hastings, and are desirous that certain Persons should come to me with the said Addresses, and a Request that I will forward them to his Lordship in Council, has been received. As the Addresses have no Connection with the Business of the Company, there is no Necessity that they (the Inhabitants) should come or send to me.—Let them do what they think proper. What more? &c.

Translation of a Letter from Ally Ibrahim Khawn to Mr. Thompson.

The usual Compliments.

The Inhabitants of the Town of Benaris having prepared several Addresses, under their Seals and Signatures, relative to Mr. Hastings, were desirous that certain of the Inhabitants should carry the Addresses, and deliver them to Mr. Duncan, in order that he might in his Kindness forward them to the Council in Calcutta, and request, in Behalf of the Inhabitants, that the benevolent Gentlemen of the Council, having caused the Addresses to be translated by the Translator of the Company, the Center of Prosperity, would send both the Originals and the Translations to England, to the Presence of the Honourable the Directors. I accordingly wrote to Mr. Duncan, he sent for Answer, that as the Addresses had no Relation to the Business of the Company, it was therefore unnecessary that they (the Inhabitants) should come or send to him.—This you will understand from the Copies which I send enclosed of my Letter on this Occasion to Mr. Duncan, and of his Answer. As you are the Attorney and the Friend of Mr. Hastings, they have therefore sent the Addresses to you—They will be delivered to you by Mirza Ally Nukky Khawn Behadre.—It is desired that you will deliver them to the Honourable the Gentlemen of the Council, and take such Steps that they may be translated and sent to England. What more? &c.

True Copies.

E. HAY,

Sec^y to the Gov^t.

No 3. Second Enclosure in Mr. Thompson's Letter.

ENCLOSURE, No 2.

- A. An Address under the Seals of the Maha Rajah and Ranny, the Kawjies, Mufties, Mowlavies, Munsubdars, Khawns, and other Persons of Distinction at Benaris, bearing 277 Seals.
- a. A Copy of the above Address, with a Schedule specifying the Names, Offices, and Stations of the Persons whose Seals are affixed to the Address. This Copy and Schedule are attested by the Official Seal of the Kauzy Ally Nukky Khawn.
- B. Address under the Signatures of the Pundits of Mehrift and Naugur, and other Bramins at Benares, written in the Shanscrit Language, and in the Dio Nugry Character.
178 Signatures.
- b. Copy of the above Address, marked B. attested by the Official Seal of the Kauzy.
- C. An Address in the Shanscrit Language and in the Bengal Character, signed by the Bengal Pundits residing at Benares.
112 Signatures.
- c. A Copy of the Address marked C. attested by the Official Seal of the Kauzy.
- D. Address in the Hindostany Language and in the Guzaraaty Character, signed by the Bankers of the Now Putty Quarter, the Merchants, &c. of Benaris.
402 Signatures.
- d. Copy of the above Address marked D. attested by the Official Seal of the Kauzy.

.(A true Copy.)

E. HAY,

Sec^y to the Gov^t.

N° 4. Resolutions of the Right Honourable the Governor General in Council,
on Mr. Thompson's Letter, 31st March 1788.

Resolutions on Mr. Thompson's Letter, in Consultation 31st March 1788.

The Governor General in Council, having considered the Request made by Mr. Thompson, does not conceive himself authorized to preclude Mr. Thompson, as the Attorney to Mr. Hastings, collecting the Suffrages of the Natives, or to reject an Application founded in common Justice, and therefore resolves to admit it, so far as to authorize the Officers of Government to receive Representations from the Natives, expressive of their Sense of Mr. Hastings's Conduct towards them, and to transmit them, if tendered, to the Secretary, with respect to these Testimonials.

The Governor General in Council deems it wholly unnecessary to record any Opinion upon a Subject with which he has no Concern or Interference.

Ordered, That the following Circular Letters be written to the Collectors, Judges, and Residents :

Mr. Matthew Dawson, Collector of Moorshedabad.

Sir,

Mr. Thompson, who appears to be one of Mr. Hastings's Attorneys, understanding that the principal Native Inhabitants of the Company's Territories are desirous of bearing Testimony to the Merits of Mr. Hastings, has addressed the Governor General in Council, requesting that he may be permitted to receive their Suffrages, and that the Judges, Collectors, or Residents under this Presidency, may have Authority to transmit to the Governor General in Council any Testimonies relative to Mr. Hastings, which may be tendered to them for that Purpose, by or on the Part of the Native Inhabitants of their respective Districts; with this Request the Governor General in Council has been pleased to comply; and I have therefore to inform you, that should any such Addresses be tendered to you by or on the Part of the Native Inhabitants within your District, you are at Liberty to receive and forward them to me. The Liberty now accorded is merely to receive and transmit Testimonials when offered; and you are not to deduce any Inference from it that you are authorized to exercise any further Interference in this Business.

I am, &c.

(Signed)

E. HAY,
Secy to the Gov^l.

31st March 1788.

The same to Mr. Peter Speke - Collector of Rajeshahy,
Mr. Suetonius Heatly - D^o of Purneah,
Mr. Day W^t M^dDowal - D^o of Rungpore,
Mr. Geo. Hatch - Collector of Dinagepore,
Mr. Rob^t Bathurst - D^o of Tirhoot,
Mr. Montgomiree - D^o of Sircar Sarum,
Mr. W^m Brook - D^o of Shawnbad,
Mr. Thomas Law - D^o of Bahar,
Mr. W^m Leslie - D^o of Ramghur,
Mr. R^t Adair - D^o of Boglepore,
Mr. J. Sherburn - D^o of Beerbhoomie,
Mr. J. Kenlock - D^o of Burdwan,
Mr. Cosby Burrows - D^o of Midnapore,
Mr. W^m Pye - D^o of 24 Pergunnahs,
Mr. Tightman Hinckle - D^o of Jessore,
Mr. Shearman Bird - D^o of Chittagong,
Mr. Mathew Day - D^o of Dacca Jelalpore,
Mr. W^m Wroughton - D^o of Momen Sing,
Mr. John Champain - Judge of Dacca,
Mr. Ed^d Eyre Burgefs - D^o of Moorshedabad,
Mr. Laurence Meun - D^o of Patna,
Mr. Jonathan Duncan - Resident at Benares.

C. W^m Malet, Esquire, Resident at Poona.

Sir,

Mr. Thompson, who appears to be one of Mr. Hastings's Attornies, understanding that several of the principal Natives of India are desirous of bearing Testimony to the Merits of Mr. Hastings, has addressed the Governor General in Council, requesting that he may be permitted to receive their Suffrages, and that the Officers of Government may have Authority to transmit to the Governor General in Council any Testimonies relative to Mr. Hastings, which may be tendered to them for that Purpose by or on the Parts of the Natives of India; with this Request the Governor General

in Council has been pleased to comply; and I have therefore to inform you, that should any such Address be tendered to you, you are at Liberty to receive and forward them to me. The Liberty now accorded is merely to receive and transmit Testimonials when voluntarily offered; and you are not to deduce any Inference from it that you are authorized to exercise any further Interference in this Business.

31st March 1788. I am, &c. (Signed) E. HAY,
Secy to the Govt.

The same to Major Palmer, Resident with Mahajee Sindia, E. O. Ives, Esquire, Resident at Lucknow.

Ordered, That the Persian Papers, mentioned in Mr. Thompson's Enclosure, N^o 2, be translated into English by the Persian Translator, and transmitted to the Honourable Court of Directors with the Translations by the next Ship.

(A true Copy,) E. HAY,
Secy to the Govt.

N^o 5. Copy of three Letters from the Deputy Persian Translator, accompanying Translation of the different Testimonials respecting Mr. Hastings.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

Accompanying I have the Pleasure to transmit you Translations of several Addresses from his Excellency the Nawob Vizier and principal Officers of his Court; from the Rajah and respectable Inhabitants of Benares; from the Nawob of Furruckabad, his Ministers, and Chief Merchants and Bankers of that City; from the Nawob Mobarek ul Dowla, and the Principal Persons of the Nizamut, and Cities of Moorshedabad and Rajemhal; and from the Zemindar of Dinagepore and his Officers, which I have made in pursuance to an Order from the Governor General in Council, communicated to me by you on the 27th April last.

Those from Benares, Moorshedabad, and Rajemhal, sent me by you (the latter Places accompanied by the Letter from the Resident at the Durbar) are in Duplicate in the Persian Language, as well as those from Lucknow, with a Letter from his Excellency the Vizier to the Governor General in Council; and I have the Pleasure to transmit you the Duplicates of the Persian, &c. Addresses, with the Translations, having compared them with their Counterparts, which I have lodged among the Records of my Office. Those from Furruckabad and Dinagepore I have copied, and, reserving the Copies for the above Purpose, the Originals accompany my present Address—The Letters from the Vizier and Nawaub of Furruckabad appertaining to the Persian Office, and being addressed to Earl Cornwallis, I have sent Persian Copies of them attested.

All the above Papers are more particularly described in the accompanying List.

Conceiving you would not want these Papers until near the Dispatch of the first Ship for Europe, I have made the Translations when the current and more urgent Business of my Office would permit. This I hope will apologize for the Delay,

Calcutta, I am, Sir,
30th July 1788. Your most obedient Servant, (Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Secy.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

Since I addressed you on the 30th July last, I have received several other Addresses, of which I have made Translations, agreeable to the Order from the Governor General in Council, under Date the 27th April last.

The accompanying List will point out the Particulars of the above Papers, being the Addresses with their Translations.

Calcutta, I am, Sir,
17th September 1788. Your most obedient Servant, (Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Secy to the Govt.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

I have now the Pleasure to forward you further Testimonials relative to Mr. Hastings, as per separate accompanying List, with Translations of each.

The Letter from the Collector of Nuddea will explain the Circumstance of the Seal of Rajah Seo Chund being affixed to an Address from him, which was not delivered until after his Demise; and the Letters from the other Collectors, which accompanied the Addresses from the Zemindars, &c. of their respective Districts, were not sent to me.

Calcutta,
4th November 1788.

I am, Sir,
Your most obedient humble Servant,
(Signed) G. F. CHERRY,
D^r P. T.

A true Copy,
E. Hay,
Sec^y to the Gov^t.

N^o 6. Copy Translation of Persian Address from Benares.

A.

Papers received the 27th April 1788, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Translation of an Address marked A. under the Seals as under-written :

All we, residing, born, or on a Visit at Benares, whether of the Hindoo Religion, or Followers of Ma'omet, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiseworthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England, that Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all.—He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity; during the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice.—He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied by Soothings and Mildness the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair.—He displayed his Friendship and Kindness to all.—He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror.—He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us.—He re-established the Foundation of Justice; and we at all Times during his Government lived in Comfort, and passed our Days in Peace.—We are many many of us satisfied and pleased with him.—As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents.—In every Sense he treated us with Attention and Respect. We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals affixed to this Address.

Seals of the Caazies.

Caazy ul Caazeat Molavy Waffit Ally Khan,
Caazy Tucky Ally Khan, Caazy of the City of Benares,
Caazy Rahmut Ally Khan, Caazy of Chunar, in the District of Benares,
Caazy Sied Mohmud Amman,
Meer Caasnell Ally, Deputy of Caazy Tucky Ally Khan,
Vellayert Ally Khan, Nephew to Caazy Tucky Ally Khan.

Seals of the Moofities.

Moofy Kurrem Alla, Moofy of the City of Benares,
 Moofy Mahomed Akberally Khan, Moofy of Jownpoor, in the District of
 Benares,
 Molavey Mahomed Nafek, Moofy to his Majesty,
 Moofy Ameer ul Dien, Moofy of Chunar Gurr,
 Sheikt Enact Ally, Brother to Moofy Kurreem Ulla,
 Sheik Golaum Hoffein, Brother to Moofy Tofel Ally, deceased,
 Moofy Arfud.

Seals of the Learned Men.

Molavey Sied Buddy ul Dien Ahmud,
 Molavey Serajul Huc,
 Molavey Fayk Ally,
 Molavey Golaum Hoffein,
 Molavey Abdul Hady,
 Molavey Selamet Ally,
 Molavey Fuckerull Dien Mahomed,
 Molavey zeffe Ally,
 Molavey Nujub Ulla,
 Molavey Waffil Ally,
 Molavey Ahmud Ulla, Molavey to his Majesty,
 Molavey Mahomed Ashlum.

Seals of the principal People, the Men of Family, and the Mensubdars, or Men holding Offices.

Ameer ul Dowlah Nawab Mahomed Akbar Khan Behadre, Brother to
 Mofud ul Dowla Nawab Abdul Ahad Khan Behadre,
 Nawaub Sied Mahomed Baker Khan, Son of Nawaub Allyjah Cossim
 Ally Khan,
 Nawaub Sied Mahomed Arzize Khan, Son of Nawaub Allyjah Cossim
 Ally Khan,
 Nawaub Sied Abdulla Khan, Son of Ditto,
 Nawaub Sied Golaum Ally Khan, Son of D^o,
 Nawaub Sied Budder ul Dien Mahomed Khan, Son of Ditto,
 Nawaub Sied Abdul Ally Khan, Son of D^o,
 Nawaub Sied Golaum Hoffein Khan, Son of D^o,
 Meer Mahomed Nafir Khan, Son-in-Law to D^o,
 Nawaub Sied Fuzal Ally Khan, Son to Nawaub Rostum Ally Khan, who
 was Proprietor of Benares,
 Seid Afzul Ally Khan, Grandson to Rostum Ally Khan,
 Aumeer ul Dowlah Azizul Moulk Nawaub Ally Ibrahim Khan Behadre
 Neffer Jung,
 Ally Nucky Khan Behadre,
 Nawab Neffer ul Dowlah Nuffier ud Dien Ally Khan Behadre, Sumfaum
 Jung,
 Mirza Mahomed Sadue, Son-in-Law to Nawaub Mooneer ul Dowlah
 Mahomed Sujah Khan Behadre Nadir Jung,
 Maha Rajah Govindram Behadre Scopadar Jung, Vakeel to the Vizier,
 Merdaan Ally Khan, Son of Nawaub Mahomed Ally Khan Hiftondanza,
 Sujah Ally Khan, Son to Ditto,
 Rajah Daal Chuna, Relation of Juggut Seer,
 Shahal Khan Neazy, Son of Loll Khan, who was a Man of Consequence
 under Rajah Bulwunt Sing,
 Mahomed Cossim Beg Khan Behadre, an Aumil of Benares,
 Dubber ul Moulk Ihtaram ul Dowla Mirza Kullub Allay Khan Behadre
 Hybut Jung, Aumil of Jounpoor and other Pergunnahs,
 Kerramat Ally Khan,
 Rahmut ulla Khan, Superintendant of Andawlut,
 Abdul Ruffed Khan,
 Nuzzer Baakey Beg Khan Behadre,
 Mahomed Ashruf Khan,
 Aisk Ullah Khan, Accomptant of Benares,
 Rhooul Ameen Khan, Relation of the Caazy of Benares,
 Warris Ally Khan,
 Golaum Hoffein Khan,

Mehsen Ally Khan,
 Mahboob Ally Khan,
 Hackim Reza Cooley Khan,
 Alla Ally Khan,
 Ze Ullah Khan,
 Golaum Furrud Khan,
 Abdul Rehim Khan,
 Ally Ahmed Khan,
 Sied Anjerd Ally Khan, Jaghierdar of Jaunpore,
 Noor ul Dien Mahomed Khan,
 Jummul ul Dien Ally Khan,
 Sied Fuzl Ally Khan, Jaghierdar of Jaunpore,
 Sied Mahfooz Ally Khan,
 Mahomed Ashruff Khan.

Seals of the Rajah, Rannee, and Baboos, &c.

Rajah Mehhipnarain Sing Behadre, Rajah of Benaris,
 Rannee Golaub Koor, Widow of Rajah Bulwant Sing deceased,
 Baboo Bhoopnarain Sing, Brother to Rajah Mehhipnarain Sing Behadre,
 Baboo Offan Sing, Deputy to Rajah Bulwant Sing and Cheyte Sing,
 Baboo Juggut Sing, Nephew to Rajah Bulwant Sing,
 Baboo Pertaub Sing, Son to Baboo Munniar Sing, Nephew to Rajah Bulwant Sing,
 Baboo Anloo Maim Sing, Son to Ditto,
 Baboo Dullep Sing, Superintendant of the Affairs of Rajah Mehhipnarain Sing Behadre,
 Lolla Goor Buksh, Bukshy to Rajah Mehhipnarain Sing Behadre,
 Lolla Suddanund, Bukshy and Dewan to Rajah Cheyte Sing,
 Baboo Scopurfon Sing, Son of Baboo Ojaib Sing, Deputy to Rajah Mehhipnarain Sing Behadre,
 Baboo Dulljeet Sing, Son-in-Law to Baboo Ojaib Sing,
 Baboo Sunker Ruttun Sing, Relation to Rajah Bulwant Sing,
 Baboo Sumboo Ruttun Sing, Brother to Baboo Sunker Ruttun Sing,
 Rajah Bhuggut Sing, Zemindar of Pergunnah Chousa, in the District of Benaris,
 Rajah Bhawbub Deo, Zemindar of Pergunnah Balea, in the District of Benaris,
 Rajah Omba Sunker Pundit, late Superintendant of the Mint,
 Baboo Sernaum Sing Bhowhar, Relation of Rajah Bulwant Sing,
 Sied Hemmeat Ally Khan, Grandson to the Nawaub Rostum Ally Khan deceased.

Seals of the Mahomedan Inhabitants and Residents of Benaris.

Shiek Mahomed Hossain Yakoob, Canongoe of Havily Benaris,
 Shiek Mahomed Ally Meer Adill, of Benaris,
 Shiek Rehmiat Ally, Brother to Do,
 Hakim Abdulla,
 Hakim Futty Ally,
 Knajah Abdulla,
 Khajah Mahomed Ally,
 Khajah Fyze Ally,
 Mirza Afud Ulla Beg,
 Meer Hady, Darogah of Nirzapoor Customs appertaining to Benaris,
 Shiek Roob Ulla,
 Mirza Golaum Buksh Bund,
 Meer Mahomed Wujeah,
 Mirza Ally Akber, Son of Mirza Fyze Ulla Beg, Companion of Rajah Chyte Sing,
 Mirza Newajies Ally,
 Mullick Ahel Ullah,
 Mullick Jemnut Hossien,
 Mullick Mozuffer Hossien,
 Mullick Futteh Ulla,
 Shiek Rhadim Ally,
 Khajah Abul Hossien,
 Shiek Aumeen ul Huc,
 Sied Subz Ally Hossieny,

Shiek

Shiek Houssein Ally,
 Mirza Mahomed Bukh,
 Sied Golaum Hyder,
 Hakim Meer Golaum Ally Jaunpoory,
 Shiek Mahomed Buffer, Aumeen of the City,
 Mirza Muskoo,
 Mirza Jaffer Beg,
 Mirza Baaky Beg,
 Mirza Affoor Beg,
 Peer Mahomed Khan,
 Shiek Mahomed Mah, Zemindar of the Cutra of Shiek Setiem, in the
 City of Benaris,
 Mirza Abdulla Beg,
 Khaja Fyze Ally Saany,
 Mirza Mahomed Sajah,
 Meer Biefin Ullah,
 Shiek Noor Mahomed,
 Siedy Rajeb,
 Mahomed Awadaan Khan,
 Sheik Shahad Ally,
 Sheik Subkut Ulla,
 Syed Cubner Ally,
 Sheik Maun Ulla,
 Mirza Mahomed Coazim,
 Mirza Mohib Ally, Successor to the Punjea Sheriff,
 Shiek Golaum Houssein, Successor to the Immaun Barra,
 Neamat Beg, Merchant,
 Mirza Jaffer Ally, Moonshy,
 Sied Fyzi Ally,
 Shiek Tolleb Ally,
 Karkim Mirza Housseina,
 Fyzi Ally Housseina,
 Salema Beg,
 Mahomed Caazim,
 Tollib Ally,
 Shiek Fyze Ulla,
 Mirza Kurrum Beg,
 Mirza Azeez Beg,
 Meer Ally Azeem Jounpoory,
 Hazy Jumshed Beg,
 Mahomed Wajee,
 Cureem Ally,
 Mirza Houssein Ally,
 Sied Shaadulla,
 Mirza Mahomed Rohmut ulla Beg.

Seals of the respectable Hindoo Inhabitants of Benaris.

Beneram Pundit, Vakeel to Maha Rajah,
 Moodagee Boolla, of Nagpoor, Mahratta,
 Lolla Chumput Roy, Aumein of Benaris,
 Roy Berjoo Loll,
 Roy Seo Sing,
 Lolla Sunder Dofs, Brother to Lolla Chumput Roy, Aumein,
 Muslees Roy, Son-in-Law of Buggut, Dewan to Rajah Cheyte Sing,
 Roy Shadoo Ram, Son of Roy Madoo Ram, Dewan of Soubah Illahabad,
 Lolla Mooteram, Naib of Lolla Chumput Roy, Aumein,
 Lolla Nehall Chund, Brother to Roy Shadoo Ram,
 Lolla Kishen Perfaud,
 Lolla Bechun Loll,
 Lolla Hurnaum Hirra,
 Lolla Busty Loll,
 Lolla Ramdhun,
 Lolla Ram Bukh,
 Lolla Sumbull Sing,
 Lolla Sanoul Sing,
 Lolla Hirra Loll,

Lolla

Lolla Ram Doyal,
 Lolla Seajee Mull,
 Lolla Sconarain,
 Lolla Ramperfaud,
 Moonthee Monick Chund,
 Lolla Shitau Roy,
 Lolla Jehangery Mull,
 Row Behaudre Sing, King's Officer,
 Lolla Mohun Sing, King's Officer,
 Cawn Dofs, a Servant at the Mint,
 Lolla Moatee Loll,
 See Sing,
 Lolla Mungle Sein, Vakeel to Raja Cheyte Sing,
 Dulpet Roy.

Seals of those who enjoy Pensions and Allowances.

Meer Jaffer Ally, Jaghiredar in Jounpoor,
 M^r Baker Ally, D^o D^o
 Shiek Fyzi Ally, Nephew to Moofsty Kurrim Alla,
 Meer Mahomed Ibrahim,
 Mirza Caamel Ally Beg,
 Sied Negabut Ally,
 Sied Mobareck Ally,
 Bowanny Sunker,
 Sitaram Sunker,
 Pattyram Misser,
 Shah Ahmed Abdulla,
 Shah Ahmed Hossain, Brother to D^o
 Shah Aumeer Ul Dien, Relation of D^o
 Shiek Golaum Gous,
 Shiek Maaffoum Allum,
 Izzut Ally Kourfy,
 Kout Ally,
 Noor Ally,
 Shiek Golaum Meer,
 Shiek Rehmut Ally,
 Shiek Souban Ally,
 Durwish Ally Hossainy,
 Inact Ally,
 Rostrum Ally,
 Golaum Hossain,
 Dost Ally,
 Subber Kummer Ally,
 Fyze Ally,
 Meher Ally Hossainy,
 Syed Golaum Issa,
 Syed Mohamed Ewz,
 Hera Ger,
 Gossien Omer Gir,
 Churn Gir,
 Shadoo Ram,
 Dowlut Ram Nanuc,
 Mossurruf Ally Hossainy,
 Fyzi Ally,
 Golaum Hossain Ally,
 Mahomed Ally Ahmedy,
 Syed Azmut Ally,
 Perisram Gir,
 Munny Ram,
 Ram Gurrub,
 Gunga Dutt, Brother to Serakishen,
 Gopanund,
 Obyram,
 Doorga Dutt,
 Gunput Bramin,
 Khajah Mahomed Mah,

Wahud Ally,
 Delere Ally,
 Morad Ashruff,
 Shieck Fuzl Ally,
 Shah Mahomed Ally,
 Shieck Mahomed Newaz Seddaky,
 Shah Mahomed Ewuz,
 Sied Jubber Ally,
 Golaum Sherif ul Deen,
 Mahomed Awfack,
 Shieck Inact Mokdoom,
 React Ally,
 Ahined Ally,
 Hyder Ally,
 Mahomed Khulliel,
 Meher Ally,
 Golaum Hoffien,
 Immam Ally,
 Omed Ally,
 Imam ul Dien,
 Mohy ul Dien Abker,
 Akber Ally,
 Wahed Ally,
 Fyzi ul Dien,
 Mahomed Aziem ul Dien,
 Golaum Ruffool,
 Rookun ul Dien,
 Golaum Meer,
 Ashruf Ally Beg,
 Mirza Bubber Ally Beg,
 Asfoor Ally Beg,
 Mahomed Ashroff,
 Meer Rostrum Ally,
 Meer Hyder Ally,
 Nisser Ally,
 Bekum Miffer,
 Setaram,
 Dumoonder Chum,
 Mahomed Mah.

There are 278 Seals on this Address.

A true Translate,

(Signed) G. F. C H E R R Y,
 Dep. Pers. Translator.

Translation of a Paper marked B.

The Persian Translation of a Paper, written by the Maharatta Nagur, and every other Set of Pundits and Bramins, under their Signatures, in the Shanscrit Language and Deonagur Characters. —We, who are Inhabitants and Residents in the Country and City of Benares, declare, That we are pleased and satisfied with the Conduct and Kindness of Mr. Hallings;—First, For his Exertions for the Prosperity of Caashy (Benaris) the Residence of Bisheherjee, and the principal Place of Worship of all the Hindoos of Hindostan.—Secondly, For the Ease and Credit we experienced during his Government.—Thirdly, Because formerly there were great Oppressions committed by Gunga Puthan (Brahmins who officiate in the Duties of Religion) on the Pilgrims; on which Account few Pilgrims came: These he removed, and consequently the Number of Pilgrims is now increased from all Parts of Hindostan; this Treatment was never before experienced —Fourthly, He appointed the Nawaub Ally Ibrahim Cawn for the Protection and Administration of Justice in this City, because this Magistrate possessed Abilities, is just and disinterested. He inserted in the Regulations delivered to him, that the Decision of Disputes between Hindoos or Mahomedans must be made according to the respective Religious Tenets. If Mahomedans, according to the Rites of Islam; and nominated learned Men to expound the Laws of the Khoran—If Hindoos, agreeable to the Shaftah; and appointed Pundirs to lay down the Rules of it. And he also provided in the Regulations for the Peace and Quiet of us. This Magistrate exerts himself for our Peace, and has

stop all Taxes, Bribery, or other Expence, during his Administration; and we enjoy, during his Administration, more Quiet than during those of Rajah Bulwant Sing and Rajah Cheyte Sing.—Fifthly, That during the Time he resided in Benaris, Mr. Hastings treated us all, on a Visit to him, with Kindness and Respect, according to the respective Rank of each; and pleased every one with his best Ability, and at all Times was anxious for our Happiness.—Sixthly, For erecting, at his own Expence, a Nabut Khana (a Place for a Kind of Drum) at the Door of the Temple of Bishehur, which is the Place of Worship of all Hindostan.—Seventhly, That at no Time did he omit any Particular tending to the Protection of the Inhabitants of this City; with respect to us, that he never was interested, nor ever was desirous of Detriment or Injury towards us. We have represented, with Sincerity and Truth, what pleasing and proper Conduct Mr. Hastings observed towards us. The Fame of the King and Company are spread through Indostan; and we, who have experienced Comfort and Ease, offer up our Prayers for the Prosperity of His Majesty, and the Success of the Company.

Written in the Month of Cartic Suddee 6th, 1844, Friday,
by the Inhabitants of Benaris (Caashy) October 1787.

The Signatures to this Address.

Niel Caunt Bhutt,
Bineffer Shesh,
Atmram Colly,
Ballum Butt Gawoley,
Bhyrow Desheth,
Meg Naur Deo,
Sumbho Deo Deo,
Jogram Dutt,
Jagernaut Bhutt Sookul,
Byjonaut Bhutt Give Mundim,
Jagernaut Misser,
Gungaram Corray Khull,
Ramchunder Bhutt Kootker,
Atmram Pooranie,
Bhutt Gungaram Jarry,
Soam Noth Bhutt Nevytanagur,
Bhow Deo Misser,
Bhyrow Decheth,
Balkishen Decheth, Merchant,
Davum Bhutt,
Kishen Bhutt Arry,
Sekharam Bhutt,
Juggesher Bhutt,
Hurrikishen Decketh,
Baboo Decketh Awe a Check,
Ramkishen Teppatty,
Ody Sunker Pundit,
Anne Shaastry,
Sudda Seo Bhutt,
Balmochund Bhutt Kholey,
Balkishen Decketh,
Settaram Bhutt Pooranie,
Pundit Nana Paunuc,
Balkishen Karray Kull,
Munny Ram Bhutt Shudda Berty,
Byjonaut Bhutt Naugrage,
Prem Sunker,
Anunt Ram Bhutt Luckmeeder,
Lamboojie Decketh,
Ody Kishen Tewarry,
Lurkmudur Decketh,
Luckmun Beas,
Bullubjea,
Seo Doolubjee Gopauljea,
Joykishen Pautuc,
Anundram Anuntram,
Mya Noth Ponda,
Sedda Kishen Joaney,

Punda Nundram,
Mocundram Sookul,
Kullianjee Decketh,
Mool Noth Rooderjea,
Dooby Kewel Kishen,
Seoperam Je Wun,
Tewarry Bishen Deo,
Tewarry Kanho Deo,
Bawin Kishun,
Doobey Gunputjea,
Doobey Bisnoram,
Soonoz Kishen,
Tewany Bishen Bullub,
Bowra Gungaram,
Bowra Bysnoram,
Pundee Rulliangee,
Tewarree Mootee Loll,
Dooby Kanhojea,
Anundram Sookul,
Ram Dutt,
Kewul Kishen Decketh,
Denanaut,
Romkishen Bhutt Kholey,
Anuntram Bhutt,
Mohidur Dunn Odey Karry,
Balmokund Arry,
Hurry Bhutt Dhoobly,
Wasdea Bhutt Goojur,
Seoram Bhutt Kholey,
Jagernaut Durm Odykarry,
Anuntram Bhutt Pottoredum,
Benack Bhutt Mouney,
Kirpa Kishen Jakick,
Seo Loll Pottuck,
Lurkmy Bhutt,
Beebroopotch Shaastry,
Bowanny Sunker Takoore,
Juggasser Shaastry,
Megaput Joosey,
Gunish Bhutt Sarung Panney,
Seo Bhudder Pautuc,
Sooje Ram Jarry,
Arrat Ram Doolubram,
Govindram Seo Dutt,
Beeny Ram Boma,
Nurfeyjee Messer,
Mohum Loll Moolydar,
Doobey Cherunjeeb Acha Sunker,

Diookurn

Diokurn Buktram,
 Gowra Sunker Owara Chund,
 Nana Penmiffier,
 Cumla Cum Achlaffer,
 Doobey Benothram,
 Ram Niffer Bicum,
 Cossiram Ruttysier,
 Ryttoam Simmorkham,
 Biddadur Odey Curn,
 Doobey Izzetram Suzzearam,
 Soodarejuar Juggutram,
 Daya Dhur Denanoth,
 Doya Noth Bizmo,
 Kotafatook Kishen Doval,
 Durra Dhur Mingleiffier,
 Rewa Dofs,
 Jaat esser,
 Amba Sunker Bejy Sunker,
 Lalla Dhurr Roopram,
 Cossiram,
 Cossiram Seo Sunker,
 Jaany Kuva Dutt Beharry I oll,
 Soorjee Ram Munfaram,
 Nanna Mocka,
 Govind Ram neer Bunkeffer,
 Isserjee Luckoojee,
 Jaany Anund Ram Izzutram,
 Mokeffer,
 Ruffick Loll, Bridge Loll,
 Doyanut Kurna kurn,
 Ram Dutt, Surrengessier,
 Sunmookram, Atermram,
 Doorga Sunker Doyaram,
 Bejyram Chafumram,
 Balmocund Sunker Bullub,
 Chundressier,
 Hira Rim Moola kirn,
 Bisfo Noth cha Gopinauth,

Jetaffer Luchmee esser,
 Prem Sunker,
 Matha Gopaul Kishen,
 Ambaram Beas,
 Kishenjee Jaley,
 Ram Chund Beas,
 Tewarree Bithesser,
 Doobey Soorjee jee,
 Tewarree Ruttonjee,
 Tewarree Ambaram,
 Gunpet Jonfy,
 Inddooputt Jonfy,
 Punda Maha Deo,
 Bidda Ahur Bith,
 Rajaram Kewertram,
 Deo Dutt Bhutt,
 Biddanund Jonfy,
 Birreffer,
 Metaram Bhutt,
 Ajahram Krishn,
 Tewarry Bijjo Noth,
 Dooby Chuttoor Booje,
 Dooby Deo Ram,
 Ojah Rady Krishn,
 Amba Sunker Joany,
 Anund Ram Beas,
 Munfaram,
 Ruggonoth Gopaul,
 Duherh Hurrikshen,
 Sooruz Dull Sookull,
 Jervanram Doliry,
 Gopall Deo,
 Chuttereffer Bhutt,
 Purboo Deo Beas,
 Seo Sunker Decheth,
 Narain Deo,
 Kurpa Sunker Decheth,
 Gocul Noth Decheth.

(A true Translate).

(Signed)

 G. F. CHERRY,
 D. Pⁿ Translator.

A true Copy.

E. Hay,

Sec^r to the Government.

C.

Translation of the Paper marked C.

The Persian Translation of Paper written by the Bengal Pundits in the Shawserit Language under their Signatures. Representation from the Inhabitants of the City of Benaris, and Pilgrims of the Country, to the King of England and the Company.—We are satisfied with the Conduct and Friendship of Mr. Hastings; during his Residence in this Country he always interested himself in our Welfare, and in the Protection of our Reputation and Credit. As from the Effects of Mr. Hastings's Kindness, we reside in the City of Benaris with Comfort and Ease, and the Promoters of Disturbances are severely punished; many People come from all Quarters to reside here in consequence of knowing of this Happiness. He has appointed the Nawaub Ally Ibraim Cawn, from a Conviction of his Understanding, Prudence, Fear of God, and Disinterestedness, to protect the good and to punish the bad Men, and to adjust the Causes between Mahomedans according to Koran, and between Hindoos according to the Shastar; and Ally Ibrahim Cawn possessed those Virtues, and acts conformable to their Precepts; and in consequence thereof our Protection and Safety is greater than during the Government of former Rajahs. When Mr. Hastings came to Benaris, every Person who went to see him were received with Attention and Respect, according to their Rank. And in order to please God (Bishwisher) and to secure eternal Protection, he established the Nubut at his own great Expence on the Door of the Temple of Bishwisher. During the

Time

Time of his Residence in these Provinces, he cherished us as his Children. He did not in the least Instance occasion any Injury towards us. On these Accounts we have always lived in Peace; and the King of England, who is our Protector and the Guardian of the Poor, and the Company, have gained great Fame, and we pray for their Prosperity.—This is the Representation of the Inhabitants of Benaris.

The Signatures to this Address.

Kerparam Turkseddaunt,
Govindram Nea' Punchanum,
Ram Ram Seddaunt,
Cossiram Chatterjea,
Ramkishen Surma,
Shaam Biddabages,
Kishen Mungle Sirma,
Kishen Chund Sorboun,
Joogul Kiswar Opadea,
Kishen Chund Mokerjea,
Doolall Nea Luncar,
Bullram Baspully,
Ram Lochun Mokerjea,
Sedda Nund Turhbages,
Seo Noth Turhbages,
Anumd Chund Buttacharjea,
Ramchurn Beddabages,
Cossinoth Methul,
Gungaram Punchanum,
Ramperfaud Bundopaddea,
Ramfunder Roy,
Buckleffer Punchanum,
Collyperfaud Buttercharjea,
Gunga Dur Biddabages,
Kinnamund Bidda Luncar,
Ramchund Chuckerbutty,
Hurry Dea Turkbages,
Ramchunder Bidda Luncar,
Ram' Ram Bukshy,
Bulram Buttacharjea,
Rooder Ram Sircar,
Bowanny Churn Sircar,
Ramsunker Bundapaddea,
Chunder Sunker Biddabages,
Seoperfaud Baasput,
Collyperfaud Siddant,
Seo Narrain Bundopaddea,
Durpnarain Buttacharjea,
Gocul Kishen Bidda Luncar,
Ramma Caunt Bidda Luncar,
Ram Naut Sirma,
Chundea Churn Serma,
Luchun Bidda Bages,
Ramma Caunt Bidda Luncar,
Gunga Ram Punchanin,
Luckinarain Serma,
Kisnandum Serma,
Khellaram Serma,
Tilluck Chunda Gongooly
Ram Ram Serma,
Ramjoy Gongooly,
Collyperfaud Serma,
Jugo Mohum Mokerjea,
Sobath Noth Serma,
Ramdofs Serma,
Kishna Ram Sorboun,

Joykissen Serma,
Joy Sunker Serma,
Permanund Gongooly,
Nitta nund Serma,
Sumbon naut Opadea,
Joynarain Gofaul,
Bowanny Suhker Serma,
Gunga Hurry Bodopadea,
Ramsuntose Chatterjea,
Bissonaut Chatterjea,
Ram Ram Siddant,
Jagur Noth Roy,
Marrick Chund Serma,
Gunga Dhur Bidabages,
Rammohun Buttachargea,
Rambudder Nea Sunker,
Joydell Serma,
Jaque Noth Serma,
Cassinioth Serma,
Dabnarain Serma,
Gopaul Sunker Punchanum,
Luckinarain Nea Bages,
Kishen Deo Chatterjea,
Jeogul Mohum Serma,
Bissonaut Ghose,
Ragonath Pollit,
Collyperfaud Sircar,
Byrochurn Seal,
Suntoo Sing,
Ramnarain Seal,
Ramsunder Syc,
Rammohun Pollit,
Praunkishen Pollit,
Kishen Mohun Dofs,
Ramsunker Bose,
Ram Hurry Dofs,
Ramnudy Dofs,
Hurrichurn Mullick,
Bridge Kefwar Ghose,
Collyperfaud Serma,
Colly Sunker Suma,
Collyperfaud Serma,
Kerjuham Buttacharjea,
Peraun Noth Tacoor,
Ramchurn Barrojea,
Neelmoney Tacoor,
Cheyton Churn Tacoor,
Hurry Kishen Bothe,
Bisno Sunker Decheth,
Munnoo Decheth,
Bisno Noth Misser,
Bedth Naut,
Narrain Misser,
Aussaun Misser,
Colly Dofs Siddaunt.

A true Translation,

G. F. C H E R R Y,

Dep. Perf. Translator,

A true Copy.

E. Hay,

Sec' to the Gov'.

26 U

Translation

d.

Translation of the Paper marked D.

The Persian Translation of a Paper, written by the Noputty Bankers, Merchants, and others, under their Signatures, in the Hindoo Language, and Guzzerratty Characters.

We are Merchants, Bankers, and Residents in Benaris; and represent, with Faith and Truth, that Mr. Hastings never plundered any Man's Property, never injured any one's Character or Reputation, never received any Bribe, never possessed any Man's Territory or Property by Deceit, nor ever ruined the Country; but, on the contrary, laboured at the Prosperity and Satisfaction of all Mankind, pleased every one by his Kindness and Affability, appointed a Man of respectable Character for the Protection of the City, and to administer Justice in it, gave his Assistance for the Promulgation of the Tenets of the Mahomedan and Hindoo Religions, and held a Conduct pleasing and satisfactory.—As Mr. Hastings was possessed of Abilities, and acquainted with the Customs of Hindostan to a great Degree, he pleased every Sect with his superior Manners; he was in the highest Sense desirous of Justice and Protection of the Ryotts; we were very much pleased, and happy at his Conduct.—We have represented what we knew.

The Signatures to this Address.

The Signatures of the Noputty Bankers and Merchants, &c.

Nugger Shutt Chutter Boose Dofs,	Seo a Dofs Jowhurry,
Ram Chund Shahoo,	Bindrabun Muthra Mun,
Futty Chund Shahoo,	Bowanny Dofs Pryogwall,
Munnohur Dofs Shahoo Rowra,	Kishenje,
Coomun Dofs Shahoo,	Mahadeo Balkissen,
Rajah Butchraje,	Mahodofs Nerrotum Dofs,
Arjungee Nathjee,	Roop Chund,
Sook Deo Roy Cashmury Mull,	Ramkissen Khazanchee,
Baboo Khofaul Chund,	Rammun Loll,
Khetfu Tillucksee,	Byjo Noth Setul Bukk,
Ramchund Gocul Chund,	Mongly Dofs,
Bowanny Dofs, Brother of Gopaul Dofs,	Seramun Dofs,
Cawn Dofs,	Jumma Dofs,
Baboo Cawn Chund,	Gopaul Dofs Chowdry,
Govind Chund,	Mhunt Jewan Ram Nagur,
Munna Loll Shahoo,	Chowdry Sookraje,
Khofaul Dofs, Cawn Dofs. Bankers,	Jumma Dofs Gobindhum Dofs,
Juddoo Ram Hurry Sunker,	Doyal Dofs, Relation to Cashmeery Mull,
Cossinoh Nundram,	Beerbul Dofs Jouharry,
Mohun Dofs Gocul Dofs,	Sumboo Noth,
Doobey Licohancee Noth,	Byjonothjee,
Chumput Noth Byjonoth,	Joy Curn Dofs,
Cowlaput Johjurry,	Moolrage Joota Mool,
Ody Cawn Dofs,	Bridge Lochun Dofs,
Girdhur Dofs Gocul Dofs,	Chutter Dofs Bazzar,
Mohun Loll Mootee Ram,	Koobeer Dofs,
Mocund Loll,	Bridge Rooton Dofs,
Bhuzzen Loll Jumma Dofs,	Mun Nohun Dofs,
Cawn Dofs Chutter Boose Dofs,	Ruffic Loll,
Ruffic Dofs Gopaul Dofs,	Sean Dofs,
Bloodhur Doobey Shahoo,	Sagur Chund Persuttom Dofs,
Deby Dofs Mohim Loll,	Bridge Put Dofs,
Chawunny Loll Tewarry,	Comun Dofs, Permanund Dofs,
Lutchmee Narain,	Gopaul Dofs,
Byze Noth,	Doolum Dofs,
Joyram Dofs,	Beeny Dofs,
Munfaram Lell Chund,	Judgegun Dofs,
Lolljee Jouky Loll,	Ram Dofs Mour,
Damonder Tirboobim Dofs,	Loll Chund,
Gungaram Seo Buksh,	Jewan Ram Petumber Dofs,
Tahoor Dofs Cawn Dofs,	Chabeel Dofs Bridge Bhowrin Dofs,
Gunga Bishen Mahaded,	Gocul Dofs,
Hurperlaud Doobey,	Bridge Bullob Dofs,

Gopaul

Gopaul Dofs,
 Hurry Jewan Dofs,
 Cawn Dofs Rummon Dofs,
 Monick Dofs Jujewan Dofs,
 Buggoonaut Jumma Dofs,
 Domonder Dofs Bridge Bullob Dofs,
 Juggoo Shahoo,
 Gopaul Dofs,
 Lutchmun Dofs,
 Bheny Dhur,
 Chutter Dofs,
 Takoor Dofs,
 Seromun Dofs,
 Ramjewun Dofs,
 Madree Dofs,
 Doolum Dofs,
 Jewan Dofs,
 Bridge Rutton Dofs,
 Rutton Dofs, Bridge Loll Dofs,
 Bridgeput Dofs,
 Annoopun Dofs,
 Jait Mull Choudry Bazar,
 Juggoo Shahoo,
 Joyram Dofs,
 Deby Sing,
 Comun Dofs,
 Ram Dofs,
 Nerput Miffier,
 Cawn Dofs Muthra Dofs,
 Ruttun Chund,
 Joy Sunker Begey Sunker,
 Ram Dofs,
 Bridge Bullum Dofs,
 Seteram Bazar,
 Madrel Dofs Permanund Dofs,
 Jummeda Dofs,
 Gunfaim Dofs Kullian Dofs,
 Jewan Dofs,
 Goberdhun Dofs Ram Dofs Bazar,
 Mohun Dofs Shahoo,
 Perboo Dofs Gocul Dofs.
 Nurrotum Dofs,
 Gopaul Dofs,
 Perzanund Dofs,
 Bogwan Dofs Saam Dofs,
 Rajah Ram,
 Gida Mull,
 Beenee Dofs Bazaz,
 Hurry Jewan Dofs Joyram Dofs,
 Metaloll Jurry Walla,
 Suggoo Shahoo Bazaz,
 Gunnam Dofs Bazaz,
 Chuter Dofs Bazaz,
 Oday Ram,
 Seo Sunker,
 Doyal Dofs,
 Suwucham,
 Bishen Naut,
 Moddojee,
 Tackoor Dofs,
 Rada Kishen Connoy a Loll,
 Kishwar Dofs, Rada Kishen,
 Doyanarain,
 Fatty Chund Bowanny Perfau,
 Loll Chund,
 Loll Dofs Toolsey Dofs,
 Jewan Loll,

Ghummundy Mull,
 Hurgovind Miffier,
 Mahatub Roy Miffier,
 Nunfook Dofs,
 Now Nid,
 Joyt Mull,
 Govind Punth Bazaz,
 Petum Dofs Bazaz,
 Cowal Noyan,
 Goberhun Dofs,
 Ghunfiam Dofs,
 Anundjee Doobey,
 Munnohur Dofs Bazaz,
 Bejeyram Bhudge Ram,
 Chunny Loll Munney Loll Bazaz,
 Buddul Sing Bazaz,
 Chubbul Dofs,
 Chitto Loll,
 Gungal Perfau,
 Khadaroo Mull,
 Ramchund Naik,
 Baboololl Kullian Dofs,
 Nerput Roy Khettry,
 Bowanny Doyal,
 Bal Govind,
 Narainjee,
 Cossinaut,
 Kishen Dofs Lutchmun Dofs,
 Ramjur Dollputroy,
 Sehizram Selamut Roy,
 Munno Loll,
 Kirparam,
 Radda Mull,
 Budlaram,
 Perboo Dofs,
 Lolljee,
 Bejeram,
 Sedanund,
 Baboo Loll,
 Kinnoo Buggut,
 Jytem Mull,
 Gunput,
 Kesso Ram,
 Mungle Sein,
 Punjaub Dofs,
 Hurry Sook.
 Sungum Loll,
 Pindie Mull,
 Nunderam Gopinaut,
 Meher Baun Bazaz,
 Narain Bazaz,
 Baboo Juggut Narain,
 Bullum Dofs, Tacoor Dofs,
 Mohun Loll,
 Byro Noth,
 Chutty Loll,
 Munnoruth Bazaz,
 Setaram Bustovey,
 Nurrutum Dofs,
 Niddy Sing,
 Kewull Kishen,
 Toteram Mohun Loll,
 Rada Kishen,
 Amany Chund,
 Senahiram,
 Goor Doyal Dustoorya,
 Gooljarry Mull,

Petum Dofs, Bridge Numdum Dofs,
 Pindce Mull,
 Perboo Dofs Bullob Dofs,
 Meta Loll,
 Beharry Dofs,
 Setaram,
 Juggewan Dofs,
 Cooka Mull,
 Matitul Sing,
 Pahoo Mull,
 Sook deo Chund,
 Faroo Meceffer,
 Seopohy Mull,
 Chyne Mull,
 Poonodar,

Pohkur Mull,
 Seo Naut,
 Bowra Mull,
 Chunder Bhan,
 Gunga Bishen,
 Kurrory Mull,
 Gunna Mull,
 Delry Dofs,
 Monjee,
 Bal Govind,
 Lolla Ram Naut, Son of Rajah Coffinaut,
 Khettry,
 Seteram Hauda,
 Gunga Perfaud,
 Gudgeput Roy.

The Signatures of the Mhunts and Gossains, who follow the Professions of Merchants and Bankers,

Fucker Gir Mhunt,
 Tola Gir Mhunt,
 Mootee Gir Mhunt,
 Rooder Poory Mhunt,
 Picka Gir Mhunt,
 Seo Gir Mhunt,
 Lushput Gir Mhunt,
 Buckt Barty Mhunt,
 Nurrotum Barty Gossain,
 Fool Gir Mhunt,
 Resfaul Gir Mhunt,
 Bhoput Gir Gossien,
 Soodeffer Gir Mhunt,
 Nirmul Gir Mhunt,
 Sooruth Gir Mhunt,
 Bhooje Gir Gossien,
 Soojaim Gir Mhunt,
 Rammisser Gir Mhunt,
 Dowlut Gir Gossien,
 Anjum Gir Gossien,

Golaub Gir Mhunt,
 Maun Gir Gossien,
 Pertaub Gir Gossien,
 Jood Gir Mhunt,
 Raje Gir Gossien,
 Buggy Gir Mhunt,
 Bukt Gir Mhunt,
 Bissen Barty Mhunt,
 Norratum Barty Mhunt,
 Dena Barty Gossien,
 Schiz Barty Gossien,
 Gian Gir Mhunt,
 Pem Gir Mhunt,
 Kripaut Gir Mhunt,
 Cheyton Gir Mhunt,
 Deby Gir Mhunt,
 Ram Gir Mhunt,
 Huns Gir Mhunt,
 Jyt Gir Mhunt.

The Seals and Signatures of Men of inferior Rank.

Seal and Signature of Lolla Mooteram,

D° D° Behaudre Sing, King's Officer,
 D° D° Lolla Mohun Sing, D° D°.

The Signature.

Gunga Perfaud,
 Bridge Baffey Loll, and Sook Baffey Loll Khettry,
 Joogul Kishwur,
 Sooba Roy,
 Perrau Naut,
 Sook Baffey Roy,
 Joy Gopaul,
 Goor Sohail Khettry,
 Lutchemun Dhutt Bhutt,
 Gorr Buksh Roy,
 Kirparam,
 Bhog Chund,
 Goorojee,
 Atmaram Miffer,
 Bhola Mahtow,
 Jaffer,
 Bad Ulla,
 Loll Mahomed,
 Doola,
 Joyn Mahtow,

Koka Mahtow,
 Bunder Mea,
 Warris Mahtow,
 Khudaroo Mahtow,
 Beeky Mahtow,
 Hessein Mahtow,
 Buggye Mahtow,
 Faroo Mahtow,
 Amund Mahtow,
 Golaum Mahtow,
 Thumroo Mahtow,
 Doolah Mahtow,
 Ghoorum Mahtow,
 Doker Mahtow,
 Hossien Mahtow,
 Golaub Serdar,
 Sutlaun,
 Doolah,
 Wahed Mahtow,
 Mocka Mahtow,

Hetto

Hetto Mahtow,
Gurrub Ulla Mahtow,
Rehmoo Mahtow,
Sahoo Mahtow,
Hedun Mahtow,
Joyn Ul Obdeen,
Takoo Mahtow,
Mahomed Mahtow,
Hinga Mahtow,
Jaun Mahomed,
Dien Mahomed,
Cawn Mahomed,
Loll Chund Bramin,
Ram Doyal,
Muzles Roy Bramin,
Beeba Misser,
Bufty Ram,
Chundun Jerai,
Souberam,
Seal of Neamutt Ulla, Merchant,
Gunga Persaud,
Tirrutram,
Mahtaub Roy,
Runjun Misser,
Bycount Misser,
Buftyram,
Suzzea Ram,
Tickaram,
Doorgapersaud,
Buckla,
Bissen Naut Pundit,
Naneck Chund,
Kisso Chowdry,
Buffunta Misser,
Rutton Misser,
Luzzea Sing,
Hingoo Loll,

Delere Dofs,
Oyfo Mahtow,
Bhissfoo,
Moor Mahtow,
Ghifin Mahtow,
Cootub Mahtow,
Mahomed Mahtow,
Hingim Mahtow,
Saaz Mahtow,
Durgahy Mahtow,
Sultaun,
Golaum Ahmed Ulla Hossien,
Tossien,
Peer Mahomed Mahtow,
Hingun Mahtow,
Maun Ullah,
Dost Mahomed,
Maun Ulla,
Idden Mahtow,
Joola Mahtow,
Toolun Mahtow,
Ruffy Ul Dien,
Dost Mahomed,
Shiek Luka Moumin,
Choohur Moumin,
Assen Mahtow,
Peer Mahomed,
Jaaz Mahomed,
Nuffees Roy,
Sherow Mahtow,
Rehim,
Peer Mahomed,
Maikoo Mahtow,
Futteh Mahomed,
Faazil,
Loll Mahomed,

A true Translate.
(Signed) G. F. CHERRY,
Dep. Persⁿ Trans^r.

A true Copy.
E. Hay,
Sec^r to the Gov^t.

E.

N^o 7. Copy Letter from the Resident at the Durbar; and of Translation of Persian Papers which accompanied it.

To Edward Hay, Esquire, Secretary to the Government.

Sir,
His Highness the Nabob Mobarek ul Dowla has sent me the accompanying Papers, relating, as he informs me, to Mr. Hastings, desiring I will immediately forward them to the Right Honourable the Governor General.

I have numbered them 1 and 2; and am,

Sir,

Your most obedient, humble Servant,
(Signed) PETER SPEKE,
Resident Durbar.

Moradbaugh,
14th February 1788.

A true Copy.
E. Hay,
Sec^r to the Gov^t.

Papers received 16th February 1788, and translated, pursuant to an Order from the Governor General in Council, dated 27th April 1788, marked F.

It is written for the Information and Knowledge of the Gentlemen in Power under the King and Company of England, that we have at this Time learnt by the News from Europe, that a few Persons, not being fully acquainted with the real State and Customs of this Country, have represented Matters with respect to Mr. Hastings contrary to Truth and Fact, have thrown the Minds of the Ministers and People of England into a State of Doubt, and having injured Mr. Hastings, and aspersed his Character. As Mr. Hastings, from the Time of his Arrival until his Departure, administered the Affairs of this Country with great Propriety and Splendour; always sought the Prosperity and Welfare of the Family of Nawaub Meer Mahomed Jaffer Khan, deceased, according to the Purport of the Treaties and Engagements; laboured for the Satisfaction, for the Preservation of the Character and Honour of every one, according to his Rank and Station; and avoided every Circumstance which could occasion us Distress or Indignity, we were and are pleased and satisfied with him. It is therefore incumbent on us to write, without Diminution, and according to the Truth, what we have seen and heard of the Particulars of Mr. Hastings's Conduct.

First. The whole Period of Mr. Hastings's Residence in this Country exhibited his good Conduct towards the Inhabitants. No Oppressions nor Tyranny was admitted over any one. He observed the Rules of Respect and Attention to ancient Families. He did not omit the Performance of the Duties of Politeness and Civility towards all Men of Rank and Station, when an Interview took place with them.

Secondly. In Affairs concerning the Government and Revenues, he was not covetous of other Men's Money and Property; he was not open to Bribery. He restricted the Farmers and Officers in their Oppressions, in a Manner that prevented them from exercising that Tyranny which Motives of Self-interest and private Gain might instigate them to observe towards the Ryotts and Helpless.

Thirdly. During his Administration, no War or Commotion arose in this Country. No Man's Property was plundered, but every one of every Rank lived in perfect Ease and Security.

Fourthly. When from the great Want of Rain there were Appearances of a Famine, and it was on the Eve of happening, when Thousands would have perished, he laboured with every Exertion to prevent it; he brought Grain from the Inland Districts, and, in order to relieve the People, he abolished the Duties on Grain. He severely threatened the Dealers in Grain, that no Hardship might be felt by any one.

Fifthly. He established the Civil and Criminal (Dewanny and Fouzedarry) Courts upon proper Rules, so that the Lives and Properties of Men were protected from the evil Acts of Thieves and Murderers. He regulated Punishments according to the Rules of Koran, and ordained that each Sect should be tried according to its respective Laws laid down in the Shaster and Koran.

Sixthly. He used great Exertions to cultivate the Country, to increase the Agriculture and Revenues. He transacted the Business of the Country and Revenues without Deceit, and with perfect Propriety and Rectitude.

Seventhly. He respected the learned and wise Men; and in order for the Propagation of Learning, he built a College, and endowed it with a Provision for the Maintenance of the Students, inasmuch that Thousands, reaping the Benefits thereof, offer up their Prayers for the Prosperity of the King of England, and for the Success of the Company.

Eighthly. He was not haughty in Temper, nor was he fond of State and Luxury. He did not seek his own Ease, but at all Times laboured for the Prosperity of the Country, and the Security of its Inhabitants.

Ninthly. So great was the Strength and Power, and Grandeur, and Fame, and Magnanimity of the Government of His Majesty, of the Company, and the English Nation throughout all Hindostan, during his Administration, that no one could establish the Standard of Rebellion. In short, he was incomparable for his Disposition and Virtues; and from the Length of his Residence in this Country he was fully acquainted with the Manners and Customs of it, and transacted all Affairs accordingly, and with Credit and Propriety.

Dated 29th Zeffar 1202, or 10th December 1787.

The Seals upon this Address.

Nawaub Motimin Moulk Mobrack ul Dowla Sied Mobrack Ally Khan Behadre
Ferouze Jung, Nazim of Soubahs Behar, and Orisa,
Nawaub Munny, Beegum of Nawaub Meer Mahommed Jaffer Khan, deceased,
and Mother of Nawaub Nuizm ul Dowla, deceased,
Jurmab Bubboo Beegum Soheba, Widow of Nawaub Meer Mahomed Jaffer, deceased,
Mother of Nawaub Motimin ul Moulk Behadre Ferouze Jung,
Kyrum Nessla Beegum, Sister of Nawaub Meer Mahomed Jaffer Khan, deceased,
Nuffissaun

Nuffissaun Nefsa Beegum, Sister of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Nawaub Meer Murtiza Khan Bahadre Asud Jung, Son of Sadue Ally Khan, deceased, and Grandson of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Fetteh Ally Khan, Son of Nawaub Sadue Ally Khan, deceased, and Grandson of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Sultaun Mirza Daoud, Son of Shah Selaman, late King of Iran, and Son-in-Law to Nawaub Sadue Ally Khan, deceased,
 Nawaub Istakhar ul Moulk Affadud Dowla Sied Khulleel ulla Khan Bahadre Ghuzenfer Jung, Son of Sultaun Mirza Daowd, and Son-in-Law to Nawaub Motimin ul Moulk Bahadre Feroze Jung,
 Nawaub Imtiazul Dowla Sied Ahmeed Ally Khan Bahadre Gallib Jung, Son of Nawaub Ihtaramul Dowla Bahadre, who is Brother of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Sied Baker Ally Khan, Husband of the Sister of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Juggut Seet Hurk Chund,
 Seet Oby Chund, Uncle to Juggut Seet Hurk Chund,
 Sied Mahomed Hossier Khan, eldest Brother of Nawaub Khan Khanna Bahadre Mozuffer Jung.

(A true Translation.)
 (Signed) G. F. C H E R R Y,
 Dep^y Pers^y Trans^r.

(A true Copy.)

E. Hay,
 Sec^y to the Gov^t.

Under the Seals as under written from the Inhabitants of Akbarnagur,
 commonly called Rajemhal, marked G.

It is written for the Information and Knowledge of the Gentlemen in Power under the King and Company of England, that we have at this Time learnt by the News from Europe, that a few Persons, not being fully acquainted with the real State and Customs of this Country, have represented Matters with respect to Mr. Hastings contrary to Truth and Fact, have thrown the Minds of the Minister and People of England into a State of Doubt, and have injured Mr. Hastings and aspersed his Character. As Mr. Hastings from the Time of his Arrival until his Departure administered the Affairs of the Country with great Propriety and Splendour, always sought the Prosperity and Welfare of the Family of Nawaub Meer Mahomed Jaffier Khan, deceased, according to the Purport of the Treaties and Engagements, laboured for the Satisfaction, for the Preservation of the Character and Honour of every one, according to his Rank and Station, and avoided every Circumstance which could occasion us Distress or Indignity, we were and are pleased and satisfied with him. It is therefore incumbent on us to write without Diminution, and according to the Truth, what we have seen and heard of the Particulars of Mr. Hastings's Conduct.

First. The whole Period of Mr. Hastings's Residence in this Country exhibited his good Conduct toward the Inhabitants. No Oppressions or Tyranny was admitted over any one. He observed the Rules of the Respect and Attention to ancient Families. He did not omit the Performance of the Duties of Politeness and Civility towards all Men of Rank and Station, when an Interview took place with them.

Secondly. In Affairs concerning the Government and Revenues, he was not covetous of other Men's Money and Property; he was not open to Bribery. He restricted the Farmers and Officers in their Oppression, in a Manner that prevented them from exercising that Tyranny which Motives of Self-interest and private Gain might instigate them to observe towards the Ryotts and Helpless.

Thirdly. During his Administration no War or Commotion arose in the Country; no Man's Property was plundered, but every one of every Rank lived in perfect Ease and Security.

Fourthly. When from the great Want of Rain there were Appearances of a Famine, and it was on the Eve of happening, when Thousands would have perished, he laboured with every Exertion to prevent it; he brought Grain from the Inland Districts, and, in order to relieve the People, he abolished the Duties on Grain. He severely threatened the Dealers in Grain, that no Hardship might be felt by any one.

Fifthly. He established the Civil and Criminal (Dewanny, Fouzdarry) Courts upon proper Rules, so that the Lives and Properties of Men were protected from the evil Acts of Thieves and Murderers. He regulated the Punishment according to the Rules of the Koran; and ordained that

that each Sect should be tried according to its respective Laws, laid down in the Shaster and Koran.

“ Sixthly. He used great Exertions to cultivate the Country; to encrease Agriculture and Revenues.—He transacted the Business of the Country and Revenues without Deceit, and with perfect Propriety and Rectitude.

“ Seventhly. He respected the learned and wise Men; and in order for the Propagation of Learning, he built a College, and endowed it with a Provision for the Maintenance of the Students; insomuch that Thousands, repeating the Benefit thereof, offer up their Prayers for the Prosperity of the King of England, and for the Success of the Company.

“ Eighthly. He was not haughty in Temper, nor was he fond of State and Luxury.—He did not seek his own Ease, but at all Times laboured for the Prosperity of the Country, and the Security of its Inhabitants.

“ Ninthly. So great was the Strength, and Power, and Grandeur, and Fame, and Magnanimity of the Government of His Majesty, of the Company, and the English Nation throughout all Hindostan during his Administration, that no one could establish the Standard of Rebellion; in short, he was incomparable for his Disposition and Virtues, and from the Length of his Residence in this Country, he was fully acquainted with the Manners and Customs of it, and transacted all Affairs accordingly, and with Credit and Propriety.

Dated 2d Rubbee Ulfanny, 29th Year of the Reign,
12th January 1788, in Akbenagur, commonly
called Rajemhal.

The Seals upon this Address.

Nawab Imtiaz ul Dowla Sied Ahmed Ally Khan Behadre Ghalib Jung Sied
Mahomed Ally Khan Behadre, Son of Nawaub Abut Cossim Khan, deceased,
who is Son-in-Law to Nawaub Meer Mahomed Jaffer, deceased,
Baffoob Addeen Ally Khan, Grandson to Nawaub Ihtaram ul Dowlah, deceased,
Sied Mahomed Nuchy, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceased,
Sied Abul Hossien, Grandson to Nawaub Ihtaram ul Dowlah, deceased,
Sied Torab Ally, Grandson to Nawaub Ihtaram ul Dowlah, deceased,
Sied Nuzzer Ally Khan, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceased,
Sied Curram Ally, Son of Sied Fuzl Ulla Khan, King's Officer,
Sied Hady Ally Khan Behadre, Son-in-Law to Nawaub Ihtaram ul Dowlah, deceased,
Sied Hyder Ally, Grandson to Nawaub Ihtaram ul Dowlah, deceased,
Sied Sums Deem Ally, Grandson to Nawaub Ihtaram ul Dowlah, deceased,
Sied Ally, Superintendant of the Household to Nawaub Galib Jung,
Abbas Cooly, Superintendant of the Household to Nawaub Imtiaz ul Dowla, deceased,
Hossien Cooly, a Servant to Nawaub Ihtaram ul Dowla,
Sied Assud Ulla, a Servant to Nawaub Ihtaram ul Dowla, deceased,
Sied Ally, Native of the Decan, a Servant of Nawaub Ghalib Jung,
Sheek Helloo Arzee, Beggy of Nawaub Ghalib Jung,
Mahomed Azeem, Inhabitant of Rajemhal,
Aumanny Loll, Vakeel of Nawaub Ghalib Jung,
Dullup Sing, Dewan of Nawaub Ghalib Jung,
Aumanny Loll, Naib Dewan of Nawaub Ghalib Jung,
Nand Loll, Native of Rajemhal,
Kaan Sing, Native of Rajemhal,
Bhaag Mul Mahagin, Banker,
Hem Raje Mahagin, Banker,
Sheek Abadan, Native of Rajemhal,
Sheek Mahomed, Inhabitant of Rajemhal.

A true Translate.

(Signed)

G. F. CHERRY,
Dep^y Persⁿ Trans^r.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

Under the Seals, as under written, marked H.

The humble Representations of us, Inhabitants and Residents of the Town of Moorshedabad, in the Kingdom of Bengal, to His Majesty, the Ministers, and the Directors of the East India Company of England, is as follows :

The late Governor, Warren Hastings, Esquire, during his Administration in this Country, from the Time of his Arrival until the Period of his Departure, at all Times gave us the greatest Satisfaction; and we were thankful for his good Conduct, and great good Qualities. He was always engaged in whatever tended to the Ease of the Ryots, to the Security, Prosperity, and Cultivation of the Country. By his firm and well-formed Regulations, and by his new System of Injuries of Robbers and Murderers; Justice was administered according to the Tenets of each respective Religion and Custom; and such was the due Vigilance and Care with which he protected this Country, that not one of the troublesome and rebellious Persons on its Borders could extend over it the Hand of Rapine and Invasion;—by these Means we lived in perfect Peace and Quiet. Notwithstanding a Scarcity of Rain, his Measures prevented the dreadful Effects of Famine. Mr. Hastings never shewed a Disposition coveting the Property or Riches, nor censuring or injuring the Reputation or Character of any one, nor did he ever accept of Bribes; but at all Times, with courteous Manners and proper Behaviour, performed the Civilities and Attentions due to Men of Rank and Power, to Men of Learning and Abilities. He established Colleges for the Propagation of Learning, and endowed them with Emoluments of a suitable Nature, inasmuch that to this Time Thousands profit by them, and are employed in Prayers for the Prosperity of His Majesty's Kingdom, the Strength of the Company and English Nation, were so evinced throughout Hindostan during the Government of Mr. Hastings, that no one elevated the Standard of Disobedience. In short, during Mr. Hastings's Government, we lived in perfect Peace and Security, we did not in the least Respect experience Distress or Uneasiness, but are pleased and satisfied with his Virtues and good Qualities.

The Seals upon this Address.

Seals of Cauzies and Learned Men, and Men of Character.

Sied Ahmeed Ally Khan, Head Cauzy of Soubah Bengal, Beyhar, and Orisa,
 Sied Mahomed Hossain Khan, Cauzy of the Town of Moorshedabad,
 Mosty Ahameddy, Head Mosty of Soubah Bengal, and Beyhar, and Orisa,
 Caazy Sied Zellal Ul Dien Hyder, Naib to the Head Cauzy,
 Caazy Shick Zeal Ulla, Naib Caazy,
 Caazy Sheek Mahomed Ally, Naib Caazy,
 Molovy Budderul Hossain, Molovy of Audalut,
 Molovy Jelloll Ul Dien,
 Molovy Meer Mahomed Ally, Grandson of Molovy Mahomed Zakeer Khan,
 deceased,
 Molovy Ahmed Ulla Ansarry,
 Molovy Ahmed Ally,
 Molovy Mahomed Nady,
 Molovy Mahomed Arhum,
 Molovy Mahomed Akeep,
 Molovy Mahomed Mourin Tubba Tubba,
 Molovy Sied Akber Ally Ruzzy,
 Molovy Owleah Ahamedy,
 Molovy Sied Ahmed Ally,
 Molovy Uloph Khan,
 Molovy Hyder Hossain,
 Molovy Sied Ally at Hossieny,
 Molovy Sheekh Fucker, Ul Dien Mahomed,
 Molovy Minhaje Ul Dien,
 Molovy Meer Roshun Ally Hossieny.

Seals of the Persons of Family and Rank.

Omdutun Nessa Boho Beegum, Widow of Nawaub Seraje Ul Dowla, deceased,
 Perf Ul Dien Ally Khan, Son of Afruf Ally Khan, Grandson to Nawaub Jaffier
 Ally Khan, deceased,
 Sied Haady Ally Khan, Nephew to Nawaub Jaffier Ally Khan, deceased,
 Izz Ally Khan, Son of Nawaub Shucker Ulla Khan, and Grandson to Nawaub
 Serraje Khan, deceased,
 Hossain Raza Khan, Grandson to Nawaub Mohabest Jung, deceased,
 Sied Khadim Ally Khan, Son of Nawaub Khadin Hossain Khan Behadre, deceased,
 Mahobut Ally Khan, Brother to Nawaub Seraje Ul Dowla, deceased,
 Sied Ally Khan, High Steward the Nizamut, Son of Sied Baker Ally Khan,
 Brother-in-Law to Nawaub Jaffier Khan, deceased,
 Mosty Ally Khan, Superintendent to the Household of Nawaub Munny

Hazy Saadut Mund Khan, Nezir to the Dewanny of Bubboo Beegum,
 Hakim Sied Ally Khan, Son of Hackim Meer Mahtaub, King's Officer,
 Mahomed Askerry, Son of Nawaub Futtah Ulla Khan Behadre, deceased,
 Sied Houssein Khan, Grandson to Nawaub Serfraz Khan, deceased,
 Aferd Ally Khan, Brother-in-Law to Mirza Mahomed Eretch Khan, deceased,
 Murza Armed, Nephew to Nawaub Shahamust Jung, deceased,
 Oahed Ally Khan, Brother to Ally Ibrahim Khan Behadre,
 Omzud Ally Khan, Motahil to Nawaub Fouze Jung Behadre,
 Mirza Akber Ally, Nephew to Mirza Mahomed Eutch Khan, Father-in-Law to
 Nawaub Seraje Ul Dowla, deceased,
 Ahmed Houssein Khan, Son of Abo Mahomed Khan, and Grandson to Mahomed
 Eutch Khan, deceased,
 Sied Abid, Darogah of the Toshakman of Nawaub Sezore Jung Behadre, and
 Nephew to Jaffier Ally Khan, deceased,
 Merza Serjaat Ally, Nephew to Mirza Mahomed Eutch Khan, deceased,
 Sheek Golaum Roffool Khan Behadre, who was Commander of Cavalry in the Time
 of Nawaub Jaffier Ally Khan,
 Neamut Ulla Khan, High Steward, Nawaub Khan Khanna Behadre Mozuffer Jung
 Mahomed Reza Khan,
 Reza Ally Khan Arze Beggy Nawaub Motimen Ul Moulk Behadre Seroze Jung,
 Sheer Ally Khan, an old Servant of Nawaub Meer Mahomed Jaffier Khan, and
 Son to Miza Hockin Beg, and Mofhab to Nawaub Mahabut Jung, deceased,
 Meer Masir Ally, Nephew to Nawaub Jaffier Ally Khan, deceased,
 Nuzzie Ally Khan, Arge Beggy of Nawaub Ally Jah, and Son of Golaum Houssein
 Khan,
 Futteh Ally Khan, Relation of Mirza Mahomed Eritch Khan, deceased,
 Houssein Ally Khan, Relation to Ditto,
 Awuzy Ally Khan, Nephew to Nuserutta Khan,
 Sied Fetrut Khan, Relation to Nawaub Gyrut Khan, deceased,
 Sied Ally Nucky, Mofhab to Nawaub Feroze Jung Behadre,
 Mobareh Kooly Khan, Superintendant of Buildings to Nawaub Feroze Jung Be-
 hadre Mobarek ul Dowla,
 Mirza Mahomed Ally Mofheb, Nawaub Ferze Jung Behadre,
 Mirza Jumma Beg, Ditto Ditto,
 Haazy Roffum Ally, Darogah of the Privy Purse, and Jebkhaus of Nawaub Ferize
 Jung Behadre,
 Sied Lootf Ally, Relation to Nawaub Meer Mahomed Jaffier Khan, deceased,
 Mirza Meer, an old Servant of Nawaub Meer Mahomed Jaffier Khan, deceased,
 Mahomed Goozur Khan, an old Jemautder of Nawaub Mahomed Jaffier Khan,
 deceased,
 Sied Year Ally Khan,
 Meer Juan Ulla, Naib to the High Steward of the Nazamut,
 Imam Buksh Khan, Darogah of the Nezamut Elephants,
 Sied Mahomed Morad, Naib of Om-dut-un-Nessa, Bhow Beegum,
 Mirza Gudzuffer Ally,
 Secundar Khan,
 Bussunt Ally Khan,
 Fyze Ullah Khan,
 Azum Khan,
 Ferhut Ulla Khan,
 Mahomed Ryam Khan,
 Inad Ul Khan,
 Affrut Ally Khan, Nazir of Omdut-un-Nessa, Bhow Beegum,
 Golaum Houssein Khan,
 Mirza Mahomed Mohtuddy,
 Sied Rootul Ally Saadaat Serfy,
 Sied Mazum Ally,
 Sied Kullob Ally,
 Bahar Ally Khan,
 Amanut Khan,
 Nuzzer Ally Khan,
 Sied Hossien Khan Hossieny,
 Mirza Mahomeddy Khan,
 Sied Zien ul Abdeen, of the Chiefs of Mecca,
 Mohomed Baker, Son of Mohomed Hossien, Steward to Nazir ul Moulk, Son to
 Mobarek ul Dowla,

Mirza

Mirza Azum Ally, Grandson to Golawm Hoffien Khan Aoze Beggy,
Behadre Ally Khan.

Mahomedans.

Shaik Mohomed Wally,
Moonshé Ahamedy,
Moonshé Golaum Mustofa,
Golaum Nubby Hafmy,
Ahmed Ally, Brother to Mirza,
Abdullah Wahab,
Golaum Ally,
Ya Mahomed,
Sied Mahomed Ally,
Mohomed Ally Hoffieny,
Sied Afud Ullly,
Sied Nuzzer Ally,
Muza Hackin Beg,
Sied Mahomed Hoffien,
Sheek Mohomed Rubbee,
Mirza Buksh Ally,
Meer Afreef Ally,
Mirza Behadre Ally,
Sied Atinue Ulla,
Sied Khadin Ally Hoffieny,
Meer Furzund Ally,
Shaw Golaum Ally Dorbefs,
Moonshé Affun Ulla,
Khoarsund Ally,
Mahomed Seleh,
Sied Mahomed Mah,
Shaik Mahomed Ghous,
Shaik Golaum Ally,
Shaik Mahomed Yafin,
Shaik Sunna Ulla,
Shaik Abdoosellum,
Shaik Fouzl Ally,
Sied Hoffien Ally,
Shack Golaum Ahmed,
Sokk ul Dien Mahomed,
Shaik Sela ul Dien Mahomed,
Shaik Mahomed Nucky,
Hafiz Mahomed Asherf,
Fucker Ulla,
Shaik Mahomed Anweer,
Shaik Mahomed Naafah,

Shaik Mahomed Muffie,
Shaik Abdulla,
Shaik Mahomed Toky,
Zehir ul Dien,
Shaik Abul Wahed,
Shaik Dean ul Ulla,
Meer Mah Ally Moofwy,
Meerza Mahomed Amma Beg,
Imam Buksh Seddeky,
Mahomed Ryan,
Mohomed Morad,
Mahomed Jowad,
Mohomed Ally,
Shaik Golum Mahomed,
Mahomed Ibnul Hoffien,
Seid Abdul Nuddy,
Seid Mahmood,
Daoud Khan,
Golaum Reza,
Hoffien Ally,
Meer Imam Ally,
Meer Hyder Ally,
Meer Palsha Ally,
Meer Imdaied Ally,
Golaum Ally Beg,
Mohomed Kaaly,
Meer Neffar Ally,
Sied Ally Ibnool Hoffien,
Mahomed Jewan,
Moortiza Kooly,
Cooduit Ulla,
Meer Parsha Ally,
Abbas Kooly,
Shaik Nuffer Ulla,
Mirza Ally Reza,
Mahomed Faany,
Meer Ressum Ally,
Shaik Imam Uddeen,
Mahomed Ally,
Sied Nuzer Ally.

Seals of Persons in Office.

Modabberul Moulk Bridge Inder Maha Rajah Sing Behadre.
Roy Monic Chund, Dewan of Nawaub Munny Begum,
Roy Bridge Bullub, Son of Rajah Counge Beharry, Grandson of Maha Rajah Janie
Ram,
Roy Juggut Bullub, Son of D°, and Grandson of D°
Roy Maha Nund, Grandson to Maha Rajah Nund Comar, deceased,
Roy Jaun Ram, Grandson to Rajah Succut Sing,
Roy Chin Ram, D° D° to D°,
Rajah Otum Sing, Son of Rajah Madany Loll, and Grandson to Rajah Succut Sing,
Onotum Sing, Brother to the above,
Roy Kishen Chund, Son of Maha Rajah Sunder Sing,
Roy Nowul Kisfour, Peishcar to the Nazamut Dewan,
Ochul Sing, Accountant to the Nazamut,
Roy Tilluck Chund, Accountant to the High Steward of the Nizamut,
Otmaram Seristadar Nizamut,
Mahrage Sing, Peishcar to the Muster Master of the Nazamut,
Neckrage, Seristadar of the Jaghiers of Nawaub Khan Khunna Behadre Mohomed
Reza Cawn,
Pum Gopaul,
Roy Gocul Chund,

Gopyperfand,

(2356)

Gopyperland, Relation to Maha Rajah Mehonder Behadre,
Dewan Ramtonoo, Muttefeyddy to the Moorshedabad, Custom House,
Cossinaut,
Bucklowur Sing,
Hurry Sing,
Moonthe Takoordofs,
Govind Perfaud,
Moddo Ram,
Sunder, Son of the Seristadar of Merzamut Servants,
Seo Loll, Mustofy of the Nazamut,
Holofs Chund,
Bnolanaut,
Hurkishen,
Roy Nileunt,
Dullet Ram,
Prist Sing,
Munfaram,
Amany Loll,
Luckun Chodry,
Ullup Sing,
Hurry Ram,
Limboo Sing,
Chunroo Roy,
Hurry Sing,
Loll Meher Chund, Moonthee to the Bow Begum Nawind Roy, Grandson to Row
Rada Kishen.

Seals of Bankers, &c. whose Houses are established in several Places.

Maha Rajah Dheye Sree Gossien Beeteelnoth Peer Moorsheed, Head of a Set of
Hindoos (called Kochla Dhufin Hindy),
Guneesh Dofs Rutton Chund Mal Dahy,
Gopaul Dofs Shaw,
Govin Dofs Shaw,
Doarka Dofs Shaw,
Chutter Bhooze Dofs Shaw,
Lutch Mim Dofs Shaw,
Kishen Chund Shaw,
Loll Sook Loll Shaw,
Gean Chun Shaw.

A true Translate.

Compared.
Andrew Gardiner.

(Signed) G. F. CHERRY,
Dep^y Persⁿ Trans^r.

A true Copy.

E. Hay,

Sec^y to the Fort.

N^o 8. Copy Translation of Letter from the Nabob Vizier of Oude to the
Governor General; and of Translation of Four Persian Papers which
accompanied it.

I.

From the Vizier, marked I.

Received 8th March 1788.

I Have learnt that Mr. Hastings has written to the Gentlemen residing in Calcutta, to write the
Particulars of the Conduct he observed during his Government in India on the Part of the
Company towards the Chiefs of Hindostan, and that they should first acquaint you therewith, and
obtain your Consent. Your Lordship has been pleased not to forbid those who were inclined to
write with their own Free-will. The Chiefs and People of Bengal and Benaris have written Pa-
pers voluntarily; and as I am myself, and my Ministers and chief People about me are, perfectly
pleased with Mr. Hastings's Conduct, we have therefore written a Paper declaring our Satisfaction at
it, and transmit it to your Lordship. If your Lordship should be pleased, and the Papers written
yb

(2357)

by the People of Bengal, &c. should arrive with your Lordship; and your Lordship should transmit them to Europe, you will also transmit these Papers with them.

(A true Translate.)

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.

E. Hay,
Secy to the Fort.

K.

Papers received the 8th March 1788, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of his Excellency the Nawaub Asoph Ul Dowla Asoph Jeh Behadar, Vizier Ul Momalik, marked K.

I have at this Time learnt that the Gentlemen in Power in England, upon the Suspicion that Mr. Hastings, during his Administration, acted contrary to the Rules of Justice and Impartiality, and, actuated by Motives of Avidity, was inimical towards Men without Cause, that he broke such Engagements and Treaties as had been made between the Company and other Chiefs, that he extended the Hand of Oppression over the Properties of Men, tore up the Roots of Security and Prosperity from the Land, and rendered the Ryotts and Subjects destitute by Force and Extortion*: As this Accusation in Fact is destitute of Uprightness and void of Truth, therefore, with a View to shew the Truth in its true Colours, I have written upon this Sheet, with Truth and Sincerity, to serve as an Evidence, and to represent real Facts, to serve also as Information and Communication, that Mr. Hastings, from the Commencement of his Administration until his Departure for England, whether during the Life-time of the deceased Nawaub, of blessed Memory, Vizier ul Moulk Sujah ul Dowlah Behadre, my Father, or during my Government, did not at any Time transact contrary to Justice any Matter which took place from the great Friendship between me and the Company, nor in any Business depart from the Path of Truth and Uprightness; but cultivated Friendship with Integrity and Sincerity, and in every Respect engaged himself in the Duties of Friendship with me, my Ministers, and Confidants. I am at all Times and in every Way pleased with, and thankful for, his friendly Manners and Qualities; and my Ministers and Confidants, who have always, every one of them, been satisfied with his Conduct, are for ever grateful for his Friendship, and thankful for his Virtues. As these Matters are real Facts, and according to Truth, I have written these Lines as an Evidence, and transmit this Paper to England through the Government of Calcutta, for the Information of the Gentlemen of Power and Rank in England.

* Some Words are wanted in the Original to close and complete the Sense of this Passage. From the Context of this Address, and from the Words actually used in another Address which accompanies it, the Translator has no Doubt that the Words intended to be inserted are of this Import; viz. "are displeased with him."

A true Translate.

(Signed) G. F. CHERRY,
Dep. Per' Tran'.

A true Copy.

E. Hay,
Secy to the Fort.

L.

Under the Seal of Nawaub Serfray ul Dowlah Nazim ul Mulk Hossain Reza Khan Behadre Zuffer Jung, and Nawaub Ameer ul Dowla Intezam ul Moulk Hyder Beg Khan Behadre Nuzrut Jung, marked L.

It is at this Time learnt by the Nawaub Vizier, and us his Ministers, that the Gentlemen of Power in England are displeased with Mr. Hastings, on the Suspicion that, during his Administration in this Country, from Motives of Avidity, he committed Oppressions, contrary to the Rules of Justice, took the Properties of Men by Deceit and Force, injured the Ryotts and Subjects, and rendered the Country destitute and ruined. As the true and upright Disposition of Mr. Hastings is in every Respect free of this Suspicion, we therefore, with Truth and Sincerity, declare by these Lines, written according to Fact, that Mr. Hastings, from the first of his Appointment to the Government of this Country until his Departure for Europe, during his Authority in the Management of the Affairs of the Country, whether in the Life-time of the Nawaub Sujah ul Dowla Behadre, deceased, or whether during the present Reign, did not in any Matters which took place from the great Friendship between this Government and the Company, act in anywise upon Motives of Avidity, and not having in any Respect other than Justice and Propriety

Propriety in Intention, did not swerve from their Rules. He kept his Excellency the Vizier always pleased and satisfied by his Friendship and Attention in every Matter. He at all Times shewed Favour and Kindness towards us the Ministers of this Government; and under his Protection having enjoyed perfect Happiness and Comfort, we are from our Hearts satisfied with and grateful for his Benevolence and Goodness.—As by all the Rules of Religion and Custom, to witness with Truth procures its Reward of a good Name in this World and hereafter, we have written these Lines to prove our Satisfaction, and Mr. Hastings's good Conduct, and transmit this Paper to the Gentlemen in Europe.

A true Translate.
(Signed) G. F. CHERRY,
D. P. Trans'.

A true Copy.
E. Hay,
Secy to the Fort.

Under the Seals as underwritten, marked M.

At this Time it is heard that the Gentlemen in Power in Europe are displeased with Mr. Hastings, in consequence of Suspicion thrown out by his Enemies, and represented to them that Mr. Hastings, from Motives of Avidity, committed Acts during his Administration and Authority contrary to the Rules of Justice, and extended the Hand of Oppression and Usurpation over the Property, Country, and Character of the Chiefs of those Countries who had Connection, or were in Friendship with the Company;—Therefore we, the People of Rank belonging to his Excellency the Vizier, upon the Principle that making a true and faithful Evidence is pleasing to the Almighty, declare what we have ourselves seen during the Administration of Mr. Hastings, and write as true, and faithfully witnessed with our Seals upon this Paper, that from the Commencement of Mr. Hastings's Government, we have not seen or experienced any Oppression or Tyranny in regard to our Desires, our Effects, or our Property; that we have passed our Days in Peace and Security under his Protection; that no Injury or Detriment has ever happened from him to the Cultivation of the Lands; that no Opposition or Hindrance has ever taken place from him in the Customs of the Religion of any Sect, every Sect, whether Hindoo or Mahomedan, performing its religious Tenets according to its Professions and Rites in perfect Security; the Dignity and Character of every Person was supported by him according to the respective Station of each; and every Person, pleased and satisfied with his good Conduct and Disposition, were always, and continue to be, thankful: Mankind, from the Efforts of his Mind, and the Power of his Measures, were protected from Disturbances, and guarded against Evils, passing their Days in perfect Peace and Quiet. As these Particulars are individually true, we have therefore warranted this Paper with our Seals as an Evidence, and transmit it to the Gentlemen in England, in order that in giving Evidence of what is true and faithful, no Neglect may be attributed to us, who have seen and witnessed the Manner and Conduct of Mr. Hastings during his Administration.

The Names on the Seals affixed to this Address.

The Seals.

Cassimally Khan Behadre Kyam Jung,
Akbar Ally Khan Behadre Istehar Jung,
Mirza Ishmael Ally Khan Behadre,
Ally Kooly Khan Behadre Sooraut Jung,
Ahmed Ally Khan Behadre Shoukul Jung,
Vakeel Sultanut Moktaur Moulk Muder ul Dowla Behadre,
Mahomed Ammee Khan Behadre Buffalut Jung,
Newalish Ally Khan Behadre Sirdar Jung,
Ilmafs Ally Khan, Zekaak paj Mahomed,
Muskerit Ul Ilmafs,
Rajah Jagenaut Behadre,
Kajah Tuket Roy,
Ibrahim Ally Khan Behadre,
Lutf Ally Khan,
Sheriff Ally Khan Behadre,
Ameer Khan Behadre,
Ramjee Sorhai Cashmeery Mull,
Rajah Butchraje.

N. B. On the Original is the Seal, Yah Alla Moujood Ally Ullah Wullee.—This Seal is not on the Copy.

A true Translate.
(Signed) G. F. CHERRY,
Dep. Persⁿ Trans'.

A true Copy.
E. Hay,
Sr to the Gov'.

N^o. 9. Copy Translation of Letter from the Nabob of Furruckabad to the Governor General, and of Translate of 3 Persian Papers which accompanied it.

From the Nawaub of Furruckabad, marked **N** : Received 31st May 1788.

I have been informed that People in England have accused Mr. Hastings of a Conduct that carried with it the Destruction of the Country, and that tended to disgrace the Inhabitants; and that in order to do away this Accusation, the Inhabitants of Bengal, Benares, and Lucknow, have written, and continue to write, Address. As I have been for a long Time connected with the Company, and have not witnessed any Act of Mr. Hastings, but that of Civility and Kindness, therefore having, from Principles of Gratitude, prepared an Address expressive of my Satisfaction, I send it to your Lordship, and hope that you will transmit it to England, and thus make me indebted to your Kindness. Considering me attached to your Lordship, I trust you will make me happy by frequent Letters of Kindness.

A true Translate.

(Signed)

G. F. CHERRY,

D. P. Tr.

A true Copy.

(Signed)

E. Hay,

Sec^y to the Fort.

Papers received 31st May 1788, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Nawaub Guzuffer ul Dowla Ameer ul Moulk Dileer Kimmur Furzend Khan Behader Mozuffer Jung, and the Seal of Ameer ul Dowla Mozuffer ul Moulk Mun Khan Behdre Bubber Jung, marked **O**.

Whereas Rectitude giveth Satisfaction unto God, the Communication of Truth is the Mean of Salvation, and the Cause of diffusing the Virtues of good Conduct. And as this is agreeable to every Understanding of Mankind in general, therefore is this Paper written freely, and according to the Inclination of my Heart, and whatever is just and true is represented with great Uprightness and Sincerity, for the Information of His Majesty the King of England, the Ministers of the Nation, and the Company—That Mr. Hastings, from the Commencement of his Administration of the Affairs of Hindostan, never committed any Act of Oppression towards me, Deleer Himmur Khan Mozuffer Jung; on the contrary, I lived under his Kindness and Protection in perfect Ease and Safety, and guarded against my Enemies by his Conduct. I entertained Hopes from him that he would have represented the true State of my Government to His Majesty and the Company, and have so exerted himself as to have procured it to be restored to its former State. As I have now heard that Mr. Hastings's Enemies, uniting together, have accused him before the Gentlemen of England of having taken the Property of Men in Hindostan, of having deprived the Inhabitants of the Lands they had cultivated, and injured their Reputations by putting Disgrace upon them; it is incumbent on us Mahomedans, according to the Orders of God and his Prophet, and our Religious Forefathers, to declare, having our Religious Tenets in View, what we know to be just and true: We now declare to all Men of all Ranks in England the Justice and good Conduct, the Kindness and pleasing Manners of Mr. Hastings, which we have witnessed; and at a Time when we are thankful and grateful for his Behaviour we have affixed our Names to this Paper of Satisfaction, and transmit through the Government of Calcutta to England.

Dated 21st Zeffar 1202, or in
December 1787.

A true Translate.

(Signed)

G. F. CHERRY,

D. P. Trans^r.

A true Copy.

E. Hay,

Sec^y to the Fort.

Under the Seals as under-written, marked **P**.

We the Cauzie, Mosti, Students, Men of Rank, Men of Business, Merchants, Bankers, and Tradesmen, Inhabitants of the Town of Furruckabad, bear Evidence to the King of England, Ministers, and Directors of the Company, That Mr. Hastings committed no Kind of Oppression

on us from the Commencement of his Administration in Hindostan, until his Departure. But on the contrary, under his Kindness and Protection we lived in Peace and Security, and were guarded against our Enemies. As we have now heard that Mr. Hastings's Enemies have laid an Accusation against him before the Ministers of England, that he took the Property of People in Hindostan, laid waste their Lands, and blasted their Reputation by Disgraces, it is necessary that we Mahomedans, agreeable to the Orders of God and his Prophets, and that we Hindoos, according to the Beeds and the Shaster, represent and make known what is Fact: We therefore represent to all Mankind the Justice and Kindness of Mr. Hastings, which we have always seen; and now, when we are grateful and thankful for his Kindness, we write this Deed of Satisfaction, and from our own free Will affix our Seals thereto, and transmit it through our own Sovereign and Chief to Calcutta, in order that the Government there may send it to England.

Dated 21 Zeffar 1202, Hijeree,
or December 1787.

Seals and Signatures to this Address.

Caazy Sied Golaum Shaw,
Signature of Sha Shodaw,
Seal of Nuzzof Ally,
Mahomed Hamir,
Zoorawin Khan,
Ashruf Ally Khan Bungees,
Secunder Khan,
Mahomed Hassim,
Tofel Mahomed,
Gool Beg Khan,
Mahomed Nejabut,
Dowlut Afzoon,
Ghuzzuffier Ally,
Mahomed Summaun,
Natter Khan,
Meera Ally Khan,
Mahomed Murtaur Khan Behadre,
Permooolram,
Immaun Buksh,
Amanut Hossien,
Mahomed Acokel,
Mahomed Khan,
Jehun Khan,
Sermush Khan,
Bubber Ally Khan,
Mahomed Mokeer,
Fyzeulla Khan,
Mahomed Ain,

Noor Khan,
Omith Roy,
Maal Chund,
Wakear Mahomed,
Dely Dofs,
Mootee Loll,
Saheb Roy,
Bussent Roy,
Chubbyla Ram,
Roy Leela Dheer,
Mahomed Delawar Ally Khan,
Bhowanny Sing,
Nuth Mul Dofs,
Mahomed Abid,
Aga Mulie, Merchant,
Aga Yahea, Merchant,
Muza Ruzzub Khan, Merchant,
Aga Ismail, Merchant,
Loll Chund Cole, Merchant.

Signatures.

Radakishen, Banker,
Khan Mahomed, Merchant of Perycha,
Herra Loll Chowdry, Cloth Merchant,
Bishen Loll, Broker,
Takoor Dofs Chowdry, Banker,
Chutta Loll, Cloth Merchant.

A true Translate.

(Signed) G. F. C H E R R Y.
D. P. Tr.

Compared,
C. Roberts.

A true Copy.

Ex^d
G. G.

E. Hay,
Secy to the Fort.

N^o 10. Copy Letter from the Collector of Dinagepore, dated 8th July; and
Copy Translate of a Persian Paper which accompanied it.

Edward Hay, Esquire, Secretary to the Government.

Sir,

At the Request of the Zemindary Officers of Purgunna Haville Penjeerah, &c. I transmit the enclosed Persian Paper, containing Testimonies relative to Mr. Hastings.

I am, Sir,

Your very obedient, humble Servant,

(Signed) G. H A T C H,
Collector Dinagepore.

Dinagepore,
July 8th, 1788.

(A true Copy.)

H. Hay,
Secy to the Govt.

Paper received 18th July 1788, transmitted by George Hatch, Esquire, Collector of Dinagepore, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788, marked Q.

I Radanaut, Zemindar of Purgunnah Havelly Penjuna, &c. commonly called Dinagepore: As it has been learnt by me, the Muttesuddies, and the respectable Officers of my Zemindary, that the Ministers of England are displeased with the late Governor, Warren Hastings, Esquire, upon the Suspicion that he oppressed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and necessary for us to abide by, following the Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Hastings, Esquire, full of Circumspection and Caution, Civility and Justice, superior to the Conduct of the most learned; and by representing what is Fact, wipe away the Doubts that have possessed the Minds of the Ministers of England: That Mr. Hastings is possessed of Fidelity and Confidence, and yielding Protection to us, that he is clear of the Contamination of Mistrust and Wrong, and his Mind is free of Covetousness or Avarice. During the Time of his Administration no one saw other Conduct than that of Protection to the Husbandmen, and Justice; no Inhabitant ever experienced Afflictions, no one ever felt Oppression from him; our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Justice. He never omitted the smallest Instance of Kindness towards us, but healed the Wounds of Despair with the Salve of Consolation, by Means of his benevolent and kind Behaviour, never permitting one of us to sink in the Pit of Despondence; he supported every One by his Goodness, overset the Designs of evil-minded Men by his Authority, tied the Hand of Oppression with the strong Bandage of Justice, and by these Means expanded the pleasing Appearance of Happiness and Joy over us: He re-established Justice and Impartiality. We were, during his Government, in the Enjoyment of perfect Happiness and Ease, and many of us are thankful and satisfied. As Mr. Hastings was well acquainted with our Manners and Customs, he was always desirous, in every Respect, of doing whatever would preserve our Religious Rites, and guard them against every Kind of Accident and Injury, and at all Times protected us: Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

Seals to this Address.

Maha Rajah Radanaus Behadre,
Ram Caunt Roy Naib, Zemindar,
Kisperam Sein Mhal, Zemindarry Aumeen,
Kishen Caunt Roy, Zemindarry Tehsildar,
Meel Caunt, Zemindarry Peishcar,
Rada Rohmun Sohay, Peishcar Aumeen,
Nundololl Sohay, Zemindarry Peishcar,
Raje Kishen Berjoo, Zemindarry Chuckladur.

A true Translate.

(Signed)

G. F. CHERRY,
Dep. Persⁿ Translator.

A true Copy.

E. Hay,

Secy to the Gov^t.

N^o II. Copy Translations of a Letter and Papers, transmitted to the Governor General by the Nabob of Dacca.

From the Nawaub of Dacca to Earl Cornwallis: Received 19th August 1788.

At this Time People of all Ranks, Inhabitants of Dacca, have heard that since Mr. Hastings's Arrival in England an Investigation into his Conduct while Governor is carrying on before the High Court of Justice of England; therefore the Inhabitants of Dacca of Office and Credit have brought to me an Address, authenticated by the Cauzy, and sealed with their respective Seals, representing their Satisfaction, and requested me to affix my Seals thereto. I sent for them into the Hall of Audience, and learnt from each of them the Purport of the Address; when having enquired into it, I put my own Seal to it, and have the Pleasure to enclose in my present Letter to your Lordship the Address, a List of the Names, and an Address from myself, with Duplicates of each. Your Lordship will peruse them, and be kind enough to transmit them to

England. I hope your Lordship will conceive me to be a sincere Well-wisher and Friend, and honour me frequently with Letters of Kindness.

A true Translate.
(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

S.

Papers received 19th August 1788, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Translation of Addrefs marked **N^o I.** under the Seal of Nuzur ul Moulk Intizam ul Dowla Syed Allykhan Behadre Nuzrut Jung, and that of his Brother Shumzul ul Dowla, Syed Akhud Allykhan.

From the Reports of all Ranks of People, and from the News-papers, the Inhabitants of Hindostan, but particularly those of Bengal and its Dependencies, have learnt, that after the Arrival of Warren Hastings, Esquire, in England, an Investigation into the Conduct he observed in Hindostan while Governor of Calcutta has been commenced before the High Court of Justice of England; and that the Parliament, who are desirous of Justice, and permit no improper Act to pass, are determined to make a thorough Investigation into every Matter, and separate Right from Wrong: In consequence, all Classes of the Inhabitants of Hindostan have unanimously agreed, that as they all live in Ease and Peace under the kind Influence of the Protection of His Majesty the King of England, and the Parliament, and that on Account of the Care taken of them by the Parliament, they are daily more and more attached and zealous, and as Mr. Hastings during the Period of his Administration always shewed great Kindness and Protection, and observed strict Justice towards them, and in consequence of his good Qualities, his Care, and Justice, has great Claim upon them, and that it is incumbent on them for ever to keep in Remembrance this Obligation:—Therefore it is necessary for them to represent every Particular which they are acquainted with, of such Matters as the Justice of the Parliament is about to inquire into, in such Manner as that their Representations shall be noticed, and in a short Space of Time bestowed thereto the Truth of every Matter be known. Notwithstanding the Minds of just Men are like the Mirror, and what is right is immediately discovered, and Justice is not thrown into Doubt by the Declarations of any one, yet Religious Rites of every Sect, and the Books of every Prophet, give Sanction to Evidence, and it is a Demonstration in every Matter under Investigation; therefore, all the Inhabitants of this Country are unanimous in the above-written Intention: Among others, those of Jehanguirnar, commonly called Daccas, solely in order to represent Facts, which by all Books of Religion and expounded Laws is incumbent on every one, have brought to me an Address, sealed with their Seals, and testified by the Cauzy, that I may affix my own Seal thereto, and transmit it to the Court of Justice: Wherefore, I Syed Ally, commonly called Nuzrut Jung, Grandson of the deceased Nawaub Jessarut Khan, now, by the Kindness, Document of Right and Protection of old Servants, displayed by His Majesty, the Parliament, and Directors of the Company of England, in Charge of the Office of the Nizamut of the said City, called all those who have affixed their Seals on the said Address into the Hall of Audience, and have learnt verbally from each the Purport of the Writing, and having examined into it have affixed my own Seal thereto; for the Concealment of Truth is a great Crime before God, and revealing it is praise-worthy and pleasing to Mankind; and as among them there are many holy and religious Men, many learned, true, and upright Men, and many Descendants from Families of high Fame and Rank, who have affixed their Seals, I therefore perceived the Propriety of vouching to their Declarations, that the Particulars may be known, and their Representations obtain Sanction in the Minds of their Hearers. “God is the Discriminator of Truth, and an upright and just Judge, and I seek Protection under him against Falsity and Untruth.”

Written 15th Ramzaan 1202 Hijeree, or 9th Assar
1195, B. corresponding with the 8th June 1788,
E. S.

A true Translate.
(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

T.

Translation of the Address under the Seals, as under written,
marked N^o 2.

The Natives and Residents of the City of Jehanguirnagur humbly represent to His Most Gracious Majesty the King of England, and to the Comptrollers and Directors of the Company, That the former Governor, Mr. Hastings, during the Period of his Administration, by the Justice he observed by his Complacency, and good Qualities, and by his Protection, secured our Satisfaction and Gratitude. He engaged himself in the Relief of our Situations, and in our Prosperity. He protected us from Thieves and Assassins by the Systems he laid down for the Civil and Criminal (Dewanny and Fouzdary) Courts, which were purely upon Motives of Goodness to Mankind, actuated by a Love for Justice; he permitted the Exercise of the Religion of each Sect according to the respective Tenets and Customs. He never neglected the Safety and Peace of the Inhabitants, nor the Cultivation of the Country. During his Government we slept in the Cradle of Security. He never coveted our Money or Property, nor attacked our Reputation, nor had he ever Inclination to do wrong, but treated every one according to the respective Station of each. He observed a Conduct of Respect and Veneration towards the learned and experienced Men, and towards Men of Family, according to the Degree of their Abilities and Science, of whatever Sect and Religion; and during his Administration he treated all the Inhabitants with Kindness and Encouragement; and from his good Qualities, his Justice, and his Attention, he has a great Claim upon us. In such Matters as would secure the Prayers of us Wellwishers for the everlasting Duration of His Majesty's Throne, and of the Jurisdiction and Government of the Company, he was constantly engaged; for Instance, to this Day the Colleges which he built, and where he established Allowances for the Students, remain, and the Students receive the fixed Allowance, and pass their Lives in Peace and Thanksgiving; and it is incumbent on us for ever to keep in Recollection the Obligations we are under to him. It is therefore necessary that in Matters which have induced the Minds of the Just to investigate, we obey the Orders of God in declaring what we know; we have therefore done so. Further Orders will be issued by His Majesty.—Dated the 15th Ramzaan 1202, Hejerie, 9th Asfar 1195 B. according to the 20th June 1788 E.

The Seals to this Address.

- Mahomed Ally Khan, Dourogah of the Fouzdarry Adawlet of the Town of Jehangeernagur (Dacca),
- Miza Mahomed Bakeer, Merchant of Hispahan, Son of Miza Mahomed Ally Mushy,
- Haazey Mahomed Ruffee, Merchant of the Town of Isfahzur,
- Haazey Abder Rehman, Merchant,
- Mirza Mahomed Saduc Bega, respectable Man of the Town of Hircoot,
- Mirza Fida Ally, Merchant,
- Mirza Mahomed Reza,
- Mirza Mahomed Hossain, Son of Miza Mahomed,
- Miza Mahomed Hossain, Son of Aka Fuzlally,
- Aka Mahomed Reza, a respectable Man of the Town of Coczebin,
- Mirza Mahomed Ishaul,
- Meer Mahomed Ally,
- Meer Mahomed Huffase, Grandson to Meer Mahomed Sadee,
- Mahomed Keymoom,
- Saied Woodeen Mahomed,
- Meer Mahomed Fucky,
- Sied Jaffer Ally Hachin,
- Moorsha Khooly Khan, Nephew to Nawaib Monier Ul Dowla.
- Goolam Moortuza, Naib Caizy of Joangenagur,
- Meer Kundy Ally,
- Modun Mohun, Dewan to the Nawub Nuzut Jung,
- Rajeb Lochun, Nephew to Dewan Maden Mohun,
- Mier Sied Ally,
- Meer Mahomed Hossain, Nephew to Mer Ishmael,
- Haady Ally Khan, Son to Sook Ulla Khan, and Grandson to Nawaub Serfrage Khan, late of Bengal,

Nohsen Kooly Khan Behadre, Son of Nawaub Hossain Kooly Khan,
 Sied Moren Khan,
 Buskh Ally Khan, Son of Sadee Ally Khan,
 Seadut Ally Khan Behadre, late Darogere of the Fouzdarry Adaulet of Jellat
 Jehangurnagur,
 Aka Mohamed Nubby,
 Haaza Heshaum ul Dein,
 Mirza Mahomed Hossain, Merchant, Grandson to Molly Boofy,
 Aka Mahomed Reza, Merchant,
 Sied Amid,
 Sheik Golam Ally, Merchant,
 Mier Maddy,
 Chyte Sing,
 Bekum Loll, late Dewan to the Factory at Dacca,
 Miza Mahomed Ally, Merchant, Son of Haazy Keerrum Ispaany,
 Mirza Mahomed Kerrum, Son of Mirza Mahomed Ally,
 Mirza Khoda Buskh, Son to Mirza Ishka Khan Munfibdar,
 Mirza Mugloo, Son to Nawaub Lowlut Jung,
 Mirza Hossain, Son to Haazy Affraifaib Beg,
 Meer Serage Ul Dien Mahomed, Deroga of the Adaulet of the Jella Jellohpore,
 Meer Seid Mahomed, Son to Mier Seid Ally,
 Mirza Surven Yar, Grandson to Nawaub Shaysta Khan,
 Meer Mahomed Hossain, Son to Seid Moterim Khan,
 Affadul Dien Mahomed Khan, Son to Nawaub Sawlut Jung,
 Meer Sud Mahomed,
 Meer Mahomed Nukey,
 Sied Tim ul Dien Ally Khan, Nephew to Nawaub Auzum Khan,
 Meer Abul Hossain Khan,
 Mierza Buddy, Merchant, Son to Haazah Nuzy,
 Aka Mahomed Kerrum,
 Mier Mahomed Baker,
 Meer Abdulla,
 Sied Afezul Ally Khan, Nephew to Sied Amzul Khan,
 Meer Mobark Ally,
 Merza Mahomed Ally, Merchant,
 Merza Mahomed Hossain, Son to Hazey Kurrum, Merchant,
 Shiek Ruzzet Ally,
 Miza Kumbar Ally,
 Mirza Mahomed Ally,
 Mahomed Affaef,
 Miza Mahomed Jaffir, Son to Mahomed Punnah Khan,
 Rans Busk,
 Harchan Dofs,
 Sul Sing,
 Behany Loll, Gomastah to Seit Meher Chund,
 Perfed Roy,
 Huchunn Chund, Gomastah to Soorut Sing,
 Roy Sing, Jeweller,
 Seo Doyell, Gomastah of Goul Dofs and Seoneth Dofs,
 Lutchmum Dofs, Gomastah to Mumohur Dofs,
 Guddadur Dofs, Gomastah of Chutta Booze and Merrotum Dofs,
 Nobkoonar, Son of Nund Shaw,
 Rutton Chund,
 Khofaul Chund, Gomastah to Golaul Roy and Coffinaut.

A true Translate.

A true Copy.

E. Hay,
 Secr^y, to the Gov^t.

(Signed)

G. F. CHERRY,
 D. P. T.

N^o 12. Copy of Two Letters from the Collector of Dinagepore, and of Translation of Persian Papers transmitted by him.

Edward Hay, Esquire, Secretary to the Government.

Sir,
At the Request of Godadur Gose, the Vakeel of Seid Buddie ul Z'man, I forward the accompanying Persian Paper, containing Testimonies relative to Mr. Hastings.

I am, Sir,

Your most obedient humble Servant,

Dinagepore,
16th July 1788.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

(Signed) G. HATCH,
Coll^r Ding^t.

U.

Paper received 23d August 1788, transmitted by the Collector of Silberres, and translated pursuant to an Order from the Governor General in Council, dated 27th July 1788.

Under the Seal and Signature of Buddie ul Zeman, Father of Golaum Suttaun, Zemindar of 8 Anna Division of Pergunnah Silberries.

As it has been learnt by me, the Muttefuddees, and respectable Officers of my Zemindary, that the Ministers of England are displeased with the late Governor Warren Hastings, Esquire, upon the Suspicion that he oppressed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and necessary for us to abide by, the following Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Hastings, Esquire, full of Circumspection and Caution, Civility and Justice, superior to the Conduct of the most learned; and, by representing what is Fact, wipe away the Doubts that have possessed the Minds of the Ministers of England; that Mr. Hastings is possessed of Fidelity and Confidence, and yielding Protection to us; that he is clear of the Contamination of Mistrust and Wrong, and his Mind is free from Covetousness or Avarice. During the Time of his Administration no one saw other Conduct than that of Protection to the Husbandmen and Justice; no Inhabitants ever experienced Affliction; no one ever felt Oppression from him; our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Justice; he never omitted the smallest Instance of Kindness towards us, but healed the Wounds of Despair with the Salve of Consolation, by Means of his benevolent and kind Behaviour never permitting one of us to sink in the Pit of Despondence; he supported every one by his Goodness, overset the Designs of evil-minded Men by his Authority, tied the Hand of Oppression with the strong Band of Justice, and by these Means expanded the pleasing Appearance of Happiness and Joy over us; he re-established Justice and Impartiality. We were, during his Government, in the Enjoyment of perfect Happiness and Ease, and many, many of us are thankful and satisfied. As Mr. Hastings was well acquainted with our Manners and Customs, he was always desirous, in every Respect, of doing whatever would preserve our Religious Rites, and guard them against every Kind of Accident and Injury, and at all Times protected us.—Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

A true Translate.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

(Signed)

G. F. CHERRY,

D. P. Tr.

V.

Under the Seal of Atta Hossien, Son of Rezyul Dein Choudry of Purgunnah Selberries in Bengal.

As it has been learnt by me, the Muttefuddies and respectable Officers of my Zemindary, that the Ministers of England are displeased with the late Governor Warren Hastings, Esquire, upon the Suspicion that he oppressed us, took Money from us by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion, which we think it incumbent on and necessary for us to abide by, the following Rules laid down in giving Evidence, declare the Particulars of the Acts and Deeds of Warren Hastings, Esquire, full of Circumspection and Caution, Civility and Justice, superior to the Conduct of the most learned; and by representing what is Fact, wipe

wipe away the Doubts that have possessed the Minds of the Ministers of England; that Mr. Hastings is possessed of Fidelity and Confidence, and yielding Protection to us; that he is clear of the Contamination of Mistrust and Wrong, and his Mind is free from Covetousness or Avarice. During the Time of his Administration no one saw other Conduct than that of Protection to the Husbandmen and Justice; no Inhabitant ever experienced Affliction; no one ever felt Oppression from him. Our Reputations have always been guarded from Attacks by his Prudence, and our Families have always been protected by his Justice. He never omitted the smallest Instance of Kindness towards us, but healed the Wounds of Despair with the Salve of Consolation, by Means of his benevolent and kind Behaviour never permitting one of us to sink in the Pit of Despondence. He supported every one by his Goodness, overset the Designs of evil-minded Men by his Authority, tied the Hands of Oppression with the strong Bandage of Justice, and by these Means expanded the pleasing Appearance of Happiness and Joy over us. He re-established Justice and Impartiality. We were during his Government in the Enjoyment of perfect Happiness and Ease, and many of us are thankful and satisfied. As Mr. Hastings was well acquainted with our Manners and Customs, he was always desirous in every Respect of doing whatever would preserve our Religious Rites, and guard them against every Kind of Accident and Injury, and at all Times protected us. Whatever we have experienced from him, and whatever happened from him, we have written without Deceit or Exaggeration.

A true Translate.

(Signed)

G. F. CHERRY,

D. P. T.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

Edward Hay, Esquire, Secretary to the Government.

At the Request of Roopoam, the Vakeel of Rezzie-d-die, I transmit the enclosed Persian Paper, containing Testimonies relative to Mr. Hastings.

I am, Sir,

Your most obedient, humble Servant,

(Signed)

G. HATCH,

Coll^r Ding^s.

Dinagore,
the 14th August 1788.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

N^o 13. Copy of Letter from the Collector of Nuddea, and of Translation of Persian Papers transmitted by him.

To Edward Hay, Esquire, Secretary to the Government, Fort William:

Sir,

In consequence of your Letter of the 31st March, I have now the Pleasure of transmitting to you three Addresses in Favour of Mr. Hastings.—The first having been presented to me by the Rajah of this District; the second by the Four Zemindars of Houghly, the Zemindar of Satyka, and sixty Talookdars, who pay their Revenues to me; and a third in the Shanskrit Language, which I have received from the Rajah of this District, signed by two hundred and eighty-nine Bramins, Inhabitants of Nuddea, Santipore, and other Places, many of them being the Principal Pundits in this Country. This Address had been prepared by the late Rajah Sheo Chund, who intended to have presented it to me himself before his Death.

I have the Honour to be, Sir,

Your most obedient Servant,

(Signed)

F. REDFEARN,

Coll^r.

Kishinagur,
the 1st October 1788.

A true Copy.

E. Hay,

Sec^y to the Fort.

Papers transmitted by the Collector of Nuddea, received 4th October 1788, and translated pursuant to an Order from the Governor General in Council, under Date 27th April 1788.

W. Under the Seal of Maha Rajah Dheraje Scolhund Behadre.

The Residents, whether Hindoo or Followers of Mahomed, in the Country, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants

habitants of this Place, took our Money by Deceit and Force, and ruined the Country — Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England, that Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardship from him; nor did the Poor even know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and, by this Conduct, he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we, at all Times during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect. I have represented, without Deceit, what I have myself seen, and the Facts that happened from him.

A true Translate.

(Signed)

G. F. CHERRY,

Dep^y Per^a Trans^r.

A true Copy.

E. Hay,

Sec^y to the Fort.

The Translation of a Paper, written by the Pundits and Bramins of Nuddea, Santipoor, &c. in the Shanfcrit Language, under the Signatures as under-written.

X.

That peaceable Disposition, that mild Temper, possessing the first Qualities and the greatest Kindness, adorned with Civility and sincere Affability to a Degree as to become the Theme among the Learned of every Class, and the Sensible in every Science, endowed with every praise-worthy Quality and Virtue, enlightening the World like the Moon, of Mr. Hastings, the Ministers of England are displeased with, on the Suspicion that he ruined the Property of the Inhabitants of this Country, under the Company's Authority, taking their Wealth by Force and Deceit. We the Inhabitants of this Country, on hearing this, represent and relate the pleasing and kind Qualities and Virtues of Mr. Hastings, who fought the Right, and was Judge of it, in order to remove this Doubt from the Minds of the Chiefs in England, that Mr. Hastings behaved with Honour and Respect to all the Residents of this Country of all Ranks, according to their respective Situations in Life, their Professions, their Religions, and Sects, and treated them with paternal Kindness, free from Deceit or Avarice, and shewed Respect and Attention to all learned Men and Students in any Science. He was a long Time resident in this Country, and well acquainted with every proper Custom and Mode for administering Justice. During the Period of his Administration, every one, whether great or small, living in perfect Happiness, professed their own Religions, and exercised their own Worldly Concerns with perfect Ease and Quiet. This is the inward Sentiment of all the Inhabitants of this Country.

The Signatures to this Address.

Ramsunker Serma, of Nuddea,
Ramchunder Serma, of Nuddea,
Madho Sudun Serma, of Nuddea,
Rogonaut Serma, of Nuddea,
Ramnarain Serma, of Nuddea,
Colly Sunker Serma, of Nuddea,
Coffinaut Serma, of Nuddea,
Kerparam Serma, of Nuddea,
Kishen Caunt Serma, of Nuddea,
Ramdofa Serma, of Nuddea,
Ramkifwur Serma, of Govindnagur,

Hurrynarain Serma, of Calcutta,
Ram Lochun Serma, of Ambooa,
Hurry Deo Serma, of Arryadah,
Saam Sunder Serma, of Balara,
Kishen Noth Serma, of Banfbarria
Ramdololl Serma, of Hurripaul,
Ganganarain Serma, of Sebye,
Sissoaram Serma, of Balooora,
Roopnarain Serma, of Woola,
Gunfaam Serma, of Banfbarria,
Bowanny Churn Serma, Banfbarria,

Ram Gopaul Serma, of Gaptiparra,
 Colly Sunker Serma, of Goptiparra,
 Hurry Deo Serma, of Goptiparra,
 Gocul Chund Serma, of Goptiparra,
 Ramperfaud Serma, of Bansbarrea,
 Ragenarain Serma, of Goptiparra,
 Bancharam Serma, of Dhy Gung,
 Ram Caunt Serma, of Dhy Gung,
 Sissooram Serma, of Dhy Gung,
 Bissen Deo Serma, of Dhy Gung,
 Coffinaut Serma, of Dhy Gung,
 Rajah Ram Serma, of Bansbarrea,
 Ram Hurry Serma, of Bansbarrea,
 Atmaram Serma, of Bansbarrea,
 Ramperfaud Serma, of Bansbarrea,
 Ramnaut Serma, of Bansbarrea,
 Seo Noth Serma, of Bansbarrea,
 Ramlochun Serma, of Dhy Gung,
 Ramkishen Serma, of Dhy Gung,
 Ramlochun Serma, of Dhy Gung,
 Bholanoth Serma, of Dhy Gung,
 Cowul Lochun Serma, of Dhy Gung,
 Hurry Ram Serma, of Nuddea,
 Suddashib Serma, of Nuddea,
 Sunker Serma, of Nuddea,
 Ramkifwur Serma, of Bansbarrea,
 Ramfunker Serma, of Bansbarrea,
 Noffrender Serma, of Arryadah,
 Rada Caunt Serma, of Calcutta,
 Rajib Lochun Serma, of Goptiparra,
 Anundiram Serma, of Nuldongah,
 Ram Deo Serma, of Nuldongah,
 Cawl Caunt Serma, of Poorah,
 Kishen Perfaud Serma, of Poorah,
 Gourry Caunt Serma, of Bullaghur,
 Jagernaut Serma, of Peraug,
 Ram Caunt Serma, of Balpookrea,
 Ramboomar Serma, of Balpookrea,
 Rutty Caunt Serma, of Balpookrea,
 Byrub Chunder Serma, of Balpookrea,
 Ramfunder Serma, of Balpookrea,
 Bogavan Serma, of Balpookrea,
 Collydafs Serma, of Balpookrea,
 Hurry Deo Serma, of Balpookrea,
 Ramfuron Serma, of Balpookrea,
 Rookney Caunt Serma, of Balpookrea,
 Sooroydofs Serma, of Balpookrea,
 Chunder Siker Serma, of Balpookrea,
 Ram Chunder Serma, of Balpookrea,
 Colly Perfaud Serma, of Balpookrea,
 Colly Chaund Serma, of Balpookrea,
 Gopinaut Serma, of Balpookrea,
 Ramnaut Serma, of Balpookrea,
 Babram Serma, of Balpookrea,
 Dyaram Serma, of Balpookrea,
 Gocul Chunder Serma, of Balpookrea,
 Bowanny Churn Serma, of Balpookrea,
 Paubutty Churn Serma, of Balpookrea,
 Ramdololl Serma, of Balpookrea,
 Ramkifurn Serma, of Balpookrea,
 Ram Coomar Serma, of Balpookrea,
 Ramfunker Serma, of Balpookrea,
 Bydonoth Serma, of Balpookrea,
 Ramjoy Serma, of Balpookrea,
 Ramkifwur Serma, of Ambooa,
 Kewubram Serma, of Ambooa,
 Ragonoth Serma, of Ambooa,

Dyaram Serma, of Ambooa,
 Rydonoth Serma, of Ambooa,
 Gunga Dhur Serma, of Barragur,
 Ram Ram Serma, of Barragur,
 Ram Chunder Serma, of Barragur,
 Gudda Ahur Serma, of Barragur,
 Sedeanund Serma, of Barragur,
 Sericaunt Serma, of Barragur,
 Cartic Serma, of Barragur,
 Biffesser Serma, of Barragur,
 Cowul Lochun Serma, of Barragur,
 Ramkifurn Serma, of Patooly,
 Ramanund Serma, of Patooly,
 Nundram Serma, of Patooly,
 Jargernaut Serma, of Bhurnagur,
 Roopram Serma, of Bhurnagur,
 Ratnasier Serma, of Ditto,
 Bowanny Churn Serma, of Bhurnagur,
 Durga Churn Serma, of Moulah,
 Ragonoth Serma, of Moulah,
 Debyperfaud Serma, of Moulah,
 Kullean Serma, of Moulah,
 Rogonundun Serma, of Moulah,
 Collyfunker Serma, of Moulah,
 Colly Churn Serma, of Patooly,
 Ram Serma, of Patooly,
 Ramsunder Serma, of Patooly,
 Rodum Lochun Serma, of Gotepparra,
 Seo Sunker Serma, of Cossipoor,
 Maheffer Serma, of Cossipoor,
 Ramkifurn Serma, of Cossipoor,
 Chundichurn Serma, of Syedabad,
 Sedesser Serma, of Syedabad,
 Gudda Dhur Serma, of Rajebarry,
 Ramkissen Serma, of Ditto,
 Coffinaut Serma, of Bhautparra,
 Ram Chunder Serma, of Mertullah,
 Bun Mally Serma, of Ditto,
 Kishen Ram Serma, of Ditto,
 Obyanoth Serma, of Ditto,
 Mudhosudden Serma, of Raje Bany,
 Ram Caunt Serma, of Mertullah,
 Colly Churn Serma, of Goppipoor,
 Kishen Chunder Serma, of Mertullah,
 Bubram Serma, of Mertullah,
 Docourry Serma, of Kharzoodie,
 Cowla Caunt Serma, of Murpoor,
 Nul Caunt Serma, of Neholut,
 Rodgenarain Serma, of Baloochur,
 Gunga Ghur Serma, of Moula,
 Puchanun Serma, of Moula,
 Ramneedy Serma, of Moula,
 Ramgutty Serma, of Moula,
 Ramnoth Serma, of Syedabad,
 Wooma Caunt Serma, of Syedabad,
 Buyram Serma, of Syedabad,
 Ramsunder Serma, of Syedabad,
 Bydonoth Serma, of Bhautparra,
 Mohun Serma, of Cossimbuzar,
 Pursuttam Serma, of Cossimbuzar,
 Sumboonoth Serma, of Moulah,
 Raddanoth Serma, of Bhautpanah,
 Rammanund Serma, of Sy Cooly,
 Caamdea Serma, of Maldah,
 Cherunjeb Serma, of Moula,
 Radamohun Serma, of Moulah,
 Sumboonoth Serma, of Moulah,

Rirrel Chunder Serma, of Moulah,
 Hurram Serma, of Nuddea,
 Ramduloll Serma, of Nuddea,
 Ram Gopaul Serma, of Nuddea,
 Ram Bhudder Serma, of Nuddea,
 Ram Hurry Serma, of Nuddea,
 Hurry Kissen Serma, of Nuddea,
 Bishen Noth Serma, of Nuddea,
 Lucky Caunt Serma, of Nuddea,
 Gocul Chunder Serma, of Nuddea,
 Ramnoth Serma, of Nuddea,
 Ram Chunder Serma, of Nuddea,
 Ramkissen Serma, of Nuddea,
 Ram Lochun Serma, of Nuddea,
 Dununjoy Serma, of Nuddea,
 Trelochun Serma, of Nuddea,
 Bulram Serma, of Nuddea,
 Ramjewan Serma, of Nuddea,
 Gunga Dhur Serma, of Nuddea,
 Seo Persaud Serma, of Nuddea,
 Colly Sunker Serma, of Nuddea,
 Kishen Chunder Serma, of Nuddea,
 Peraun Kishen Serma, of Nuddea,
 Hurry Hur Serma, of Nuddea,
 Colly Chum Suma, of Nuddea,
 Ramma Caunt Suma, of Nuddea,
 Lumbu Chundu Suma, of Nuddea,
 Bholnaut Serma, of Nuddea,
 Nund Kiswur Serma, of Nuddea,
 Ram Ram Suma, of Nuddea,
 Ramfunder Suma, of Nuddea,
 Raddenaut Serma, of Nuddea,
 Bhowhanny Sunker Suma, of Nuddea,
 Paurbutty Churn Suma, of Nuddea,
 Kishen Ram Suma, of Nuddea,
 Kishen Sunker Suma, of Nuddea,
 Ramnudy Suma, of Nuddea,
 Sollydofs Suma, of Nuddea,
 Biffonaut Suma, of Nuddea,
 Hur Chunder Suma, of Nuddea,
 Chunder Seker Suma, of Nuddea,
 Collydofs Suma, of Nuddea,
 Ramchurn Suma, of Nuddea,
 Ramkiswar Suma, of Nuddea,
 Gudda Dhur Suma, of Nuddea,
 Hurry Persaud Suma, of Nuddea,
 Mooly Dhur Suma, of Lautipoor,
 Radda Mohuma, of D°,
 Rajakiswar Suma, of D°,
 Seo Chum Suma, of D°,
 Briage Kiswar Serma, of D°,
 Hurry Deo Luma, of D°,
 Ramfunder Luma, of D°,
 Oby Churn Luma, of D°,
 Kishen Comar Luma, of D°,
 Radda Kishen Luma, of D°,
 Hurry Kishen Luma, of D°,
 Hurry Ram Luma, of D°,
 Juggernaut Suma, of D°,
 Ramnaut Suma, of D°,
 Rammanund Suma, of D°,
 Bridge Anund Suma, of D°,
 Ram Hurry Serma, of D°,
 Ram Comar Suma, of D°.

Nund Comar Suma, of Lautipoor,
 Luckesroth Suma, of D°,
 Kishen Govind Suma, of D°,
 Rhilga Nund Luma, of D°,
 Goled Chunder Suma, of D°,
 Radanoth Suma, of D°,
 Radda Domondur Suma, of D°,
 Ram Hurry Suma, of D°,
 Raja Kishen Suma, of D°,
 Cowla Caunt Luma, of D°,
 Kishen Pirsaud Suma, of D°,
 Bulsam Suma, of D°,
 Rogonaut Suma, of D°,
 Luckynarain Suma, of D°,
 Ramnarain Suma, of D°,
 Praim Kishen Suma, of D°,
 Munny Ram Suma, of Santipoor,
 Seoram Serma, of D°,
 Gocal Chunder Suma, of D°,
 Radamadho Suma, of D°,
 Goccelanund Suma, of D°,
 Ramjeurin Suma, of Conchundparra,
 Kisparam Suma, of D°,
 Ramneedy Suma, of D°,
 Gaccel Chunder Suma, of D°,
 Ramjoy Suma, of D°,
 Ram Caunt, of Conenagur,
 Ramjoy Suma, of D°,
 Radda Caunt, of D°,
 Ram Lochun Suma, of Paunhally,
 Kishen Chun Suma, of D°,
 Durga Churn Suma, of D°,
 Ram Bhudder Suma, of Baully,
 Ragonoth Suma, of Bauty,
 Ram Govind Suma, of Bauty,
 Ram Rudder Suma, of Bally,
 Ramsunker Suma, of D°,
 Ramjeurin Suma, of Baully,
 Ram Ram Suma, of D°,
 Collypersaud Suma, of D°,
 Ramtunker Suma, of Bhuddeffer,
 Sumboo Chunder Suma, of D°,
 Ramnaut Suma, of D°,
 Ram Ram Suma, of D°,
 Rammiffur Suma, of Gourhatty,
 Ramchum Suma, of Paunhally,
 Gocul Chunder Suma, of D°,
 Ramhurry Suma, of Dhy Gung,
 Ramnaut Suma, of Dhigung,
 Ojodea Ram Suma, of Dhigung,
 Safully Ram Suma, of Dhigung,
 Ramkiswur Suma, of D°,
 Ramdeloll Suma, of Paunhatty,
 Ram Caunt Suma, of Baully,
 Otmaram Suma, of Dhigung,
 Colly Dofs Suma, of Paunhatty,
 Coungekiswur Suma, of Comarhut,
 Ramkiswur Suma, of Bauty,
 Ramchunder Suma, of D°,
 Ramkiswur Suma, of D°,
 Colly Sunker Suma, of D°,
 Kishenchun Suma, of Dhigung,
 Ramchunder Suma, of D°,
 Kamkiswur Suma, of Baully.

A true Translate.

(Signed)

G. F. CHERRY.
D. P. T'.

A true Copy.

E. Hay,

Secy to the Fort.

Under the Signatures and Seals as under written.

Y. We the Zemindars, Chowderies, and Talookdars of Pergunnah Mahomed Amunpoor, and other Mhals, belonging to the Zillah of Nuddea in Bengal, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England; that Mr. Hastings distributed Protection and Security of Religion, and Kindness and Peace to us all; He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardship from him, nor did the Poor ever know the Weight of an oppressive Hand from him; our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice; he never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair; he displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us; he re-established the Foundation of Justice, and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him, As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Signatures to this Address.

Colly Perfaud Serma, Son of Hurry Churn Choudry, of Pergunnah Chutty-poor
Ramdololl,
Bose, Son of Sree Bullub, Talookdar of a Part of Pergunnah Bowro,
Sevram Bose, Talookdar of a Part of Bowro, &c.
Ramkifwerr Paulit, Talookdar of Moza Khurrybarra,
Ram Ram Bose, Nephew of Nemoo Bose, Talookdar of Part of Pergunnah
Bowro,
Ram Chunder Bose, Brother of Ramsunder Bose, Talookdar of Curryal,
Neersingnund, Talookdar of Dondooa,
Gour Hurry Naug, Son of Ram Hurry Naug, of Part of Pergunnah Chutipore,
Meer Jyan ul Dein, of Part of Pergunnah Chutipore,
Drumperfaud, Talookdar of Part of Pergunnah Bowro, &c.
Ramnaut Sein, Talookdar of Part of Pergunnah Bowro,
Needy Ram Surma, Son of Bejyram Chuckerbutty, of Part of Pergunnah Balea,
Nartanund Bose, Grandson of Chunder Seker Bose, Talookdar of Part of Khul-
fanny,
Ram Chunder Bose, Brother of Ramsunder Bose, Talookdar of Part of Meer-
golla,
Molly Taker, Grandson to Molla Myam ul Dein, Talookdar of Baje Parrah,
Gocul Chunder Bose, Grandson of Ruffic Bose, of a Part of Pergunnah Chutty-
pore,
Radanaut Bose, Grandson of Chunder Seker Bose, Talookdar Burmpoora,
Jugmohun Sing, Talookdar of Moza Ghose,
Sumboo Chunder Roy, Talookdar Pergunnah Havly Conda, &c.
Jugdees Serma, &c. Talookdar of Chundy Gotcha,
Ramcaunt Sein, Son of Ram Chunder Sein, Talookdar of Jaat Cottydots,
Gour Hurry Chowdry, of Pergunnah Chuttypore,
Bridge Anund Ghose, Son of Radabulleel, Chowdry of Chuttypore,
Ody Chunder Roy, Grandson to Ram Chunder Roy, Talookdar of Gopaulpoor,
Ragonundun Sing, Talookdar of Moza Ragubpore,
Rodgebullub Roy, Brother to Kishen Churn Roy, Talookdar of Part of Pergunnah
Balea,
Ram Ram Serma, Son of Rajah Ram Serma, Talookdar of Sree Kishen Bauty,
Dinga Perfaud Dutt, Talookdar of Bahatty,

Gunga

Gunga Persaud Ghose, Brother to Dyaram Saamaram, Choudry, &c. of Part of Pergunnah Chutypore,
 Sham Sunder Choudry,
 Ragorain Sing, Talookdar of Cepamooral,
 Chundee Churn Sing, Son of Kerparam Sing, Talookdar of Bydo Batty,
 Sheik Hossain Ullah, Talookdar Cheick Buddam Nookrea,
 Serful Ullah, Son of Seid Noor Ulla, Talookdar of Part of Pergunnah Chuttypore,
 Mahomed Atken, Choudry of Pergunnah Sautsyka,
 Ramcaunt Sing, Talookdar of Part of Pergunnah Chuttypoor,
 Tarney Churn Dutt, Son of Ramkishen,
 Moonshree, Talookdar of Debanundpoor,
 Bridgenaut Roy, &c., Talookdar of Part of Selampoor,
 Durga Ram Curr, Son of Joykishen Curr, Talookdar of Goualpara,
 Rada Goving Sing, Talookdar of Govind Gunge,
 Nund Comar Roy, Grandson of Mocund Roy Choudry, Zemindar of Nine Annas Division of Pergunnah Mahomed Ammypoore,
 Counge Loll Sein, Son to Nundoll Sein Talookdar,
 Mudun Mohun Roy, Son of Jagernaut Roy, Talookdar of Part of Selampore,
 Radica Persaud Roy, Son of Rodgee Chunder Roy, Talookdar of Part of Selampore
 Rada Mohun Serma, Grandson to Kishen Chund Serma, Talookdar Kismut Boffye,
 Nurrannund Durpnarain, Nephew of Rammanund Dofs, Talookdar and Itmamdar of Pergunnah Bouro, &c.
 Anund Chund Roy, Son of Roge Chund Roy Choudry, Zemindar of Ten Annas Division of Pergunnah Mahomed Ammypoore,
 Govind Chund Roy, Grandson of Sookdeb Roy, Talookdar of Pergunnah Paut Mhal,
 Kishen Chund Roy, Talookdar of Pergunnah Selampoor,
 Colly Churn Bose, Talookdar Part of Bowro,
 Sheik Ranjoo, Son of Kheder Mahomed, Talookdar Chundunpoor,
 Mullik Abdul Kurrem, Son of Mullik Abdul Wahea, Talookdar of Nowpara,
 Hurry Persaud Roy, Grandson of Ramkishen Roy Choudry, Zemindar of 7 Annas Division of Pergunnah Mahomed Ammypoore,
 Tilluk Ram Ghose, Son of Dyaram Ghose, Talookdar of Saambatty,
 Govind Ram Bose, Brother to Bulram Bose, Talookdar of Part of Bouro,
 Conny Ghose, Grandson to Ramsururum Ghose, Talookdar of Cona,
 Colly Persaud Roy Choudry, Zemindar of 6 Annas Division of Pergunnah Mahomed Ammypoore,
 Ram Button, Talookdar of Pergunnah Balea,
 Ram Tunoo Metre, Talookdar of Pergunnah Kismut Balea,
 Ramsunker Dutt, Talookdar of Part of Moncoonda, &c.
 Burkutt Ulla, Son of Noor Ally, Talookdar of Gopaulnagur,
 Ram Duloll Metre, Talookdar of Pahaulpoor,
 Rodge Chunder Roy, Brother of Rajah Ram Lochun Roy, Talookdar of Mouza Comta, &c.
 Sree Narain Metre, Brother to Ram Narain Metre, Talookdar of Part of Chutepoor,
 Rada Kishen Sein, Son of Kishenram Sein, Talookdar of Moorarypoore,
 Bessonaut Metre, Talookdar of Chuttypoor and Balea,
 Ram Ram Roy, Son of Sontoos Roy, Talookdar of Anrrurpoor.

A true Translate.

(Signed) G. F. CHERRY,
 D. P. T.

A true Copy.

E. Hay,
 Secy to the Fort.

N^o 14. Copy Letter from the Collector of Boglepore ; and Copy Translation of a Persian Paper transmitted therewith.

To Edward Hay, Esquire, Secretary to the Government General at Fort William.

Sir,

Your Letter of the 31st March, by the Direction of the Right Honourable the Governor General in Council, authorised me to receive and transmit to you any Addresses from the Native Inhabitants of this District, which they might be desirous of presenting, in Testimony relative to Mr. Hastings.

I have herewith the Honour to transmit you fundry Papers on this Subject, N^o 1, 2, 3, and 4, which have been tendered to me by and on the Part of the Zemindars Canongoes, and the other principal Inhabitants of the Districts of Boglepore and Rajemahl, and of the Hill People, Inhabitants of the Jungleterry Districts. The Papers N^o 1 and 2 appear to contain the Signatures of all the Landholders and Canongoes of my Division; and I think it necessary to acquaint you, that these, as well as the others, were voluntarily tendered to me, without the smallest Interference on my Part to obtain them.

I have the Honour to be,

Boglepore,
23d September 1788.

Sir,
Your most obedient humble Servant,
(Signed) ROBT ADAIR,
Collector.

A true Copy.

E. Hay,
Secry. to the Fo.

a a. Papers received the 2d October 1788, transmitted by the Collector of Boglepore, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788, under the Seals and Signatures as under written.

We Canongoes, Zemindars, Choudries, and Talookdars of the District of Boglepore, in the Province of Behar, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country.—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praise-worthy Actions full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England:—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government, no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, from the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Power of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Day in Peace. We are many, many of us, satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address;

Kishnaram, Canongoe of Purgunnah Ilamabad,
Mouzyram, Canongoe of Purgunnah Ilamabad,
Hur Lochun Sing, Canongoe Purgannah of Ilamabad,
Choudry Gunnish Dutt,
Choudry Doulut Sing, Son of Choudry Bohin Sing,
Dullub Sing,
Mungle Sing,
Chereupohut Sing,
Choudry Doorg Bejy Sing, Chief Zemindar of Pergunnah Sourug Ghur,
Choudry Prelum Sing,
Choudry Perown Sing,
Choudry Doorup Sing,
Pretum Loll, Son of Sisperfaud, Canongoe of Souruz Ghur,
Deby Perfaud, Canongoe of Souruz Ghur,

Loll Kishen, Canongoe of Pergunnah Havilly Mongheer,
 Dherajenarain, Canongoe of Pergunnah Havilly Mongheer,
 Bhowanny Sing, Canongoe of Pergunnah Havilly Mongheer,
 Neer Bhy Sing, Canongoe of Pergunnah Havilly Mongheer,
 Munnoohur Sing, Zemindar,
 Joorawun Sing, Zemindar,
 Souruz Mund, Zemindar,
 Ajub Sing, Jemaldar,
 Hurkeshin, Zemindar,
 Choudry Dololl Sing,
 Kerpanaut, Choudry of Pergunnah Colgony,
 Munny Ram, Choudry of Pergunnah Colgony,
 Mondata,
 Choudry Seonoth Sing, Zemindar of Omurpoor,
 Kishen Sing, Zemindar,
 Sirdar Sing,
 Chuckun Sing,
 Choudry Ragonaut,
 Almaram and Dunneyram, Canongoe of Pergunnah Furka,
 Hurdul Sing, Chief Zemindar of Pergunnah Furka, and his Gomastah Ticcaram,
 Jummun Choudry, and Tarrachund Choudry,
 Kirparam Choudry,
 Buffween Choudry,
 Kishnaram Choudry, and Khosaut Choudry, and Ramperfaud Choudry,
 Joynaram Choudry,
 Obdool Sing,
 Raja Gudgeraje Sing, Zemindar,
 Rajah Hader Ally, Choudry, Zemindar, and Canongoe, Proprietor of the Mhals
 of Kurruckpoor.

A true Translate.

A true Copy.

E. Hay,
 Secr^y.

(Signed)

G. F. C H E R R Y,

D. P. T.

Under the Seals and Signatures as under written.

66. We humbly represent to the Minister of the King of England, That we, Inhabitants of Zillah Boglepoor, and Chuckla Akbarnagur, have heard that a few Persons, totally ignorant of the Particulars relative to this Country, have made false calumnious Reports regarding Mr. Hastings, thereby throwing the Minds of the Ministers of England into Doubt, and injured Mr. Hastings, and aspersed his Character : This has much astonished us, as all the Inhabitants of this Country lived in perfect Ease and Quiet, by the good Conduct which he followed from the Time of his Arrival until his Departure. Mr. Hastings transacted the Affairs of the Country in a proper Manner, at all Times seeking the Prosperity and Happiness of the Inhabitants, and preserving the Rights and Characters of every One according to their respective Rank, and avoiding every Act which could occasion Distress or Discredit to us. On this Account we were, and continue satisfied with Mr. Hastings. It is therefore incumbent on us to represent without Mystery, according to our Religion, a few of the Particulars of his wise Conduct, which we have seen and heard, as follows :—Mr. Hastings performed innumerable Benefits on all the Inhabitants of this Country, disapproved of Oppression towards any One, displayed Kindness and distinguishing Marks of Credit to ancient Families ; and, on an Interview with Crowds of Men of Rank and Respect, carefully avoided the Omission of any Instance of Civility or Honour. He was not, in the Transaction of the Affairs of Revenue or Government, covetous of the Money or Property of any One, but kept the Farmers and Overseers from committing Oppression. During his Administration, this Country experienced no Warfare or Commotion ; no Injury happened to the Property of any One ; on the contrary, every One enjoyed Peace and Security, and Courts of Civil and Criminal Jurisdiction were firmly established, by which our Lives and Property were protected from Thieves and Plunderers, and we were guarded from the Irruptions of the Hill People, with which this Country was frequently over-run and destroyed. He permitted the free Force of our own Laws of Relation ; he exerted every Nerve in the Cultivation of the Country, and transacted the Affairs of Government and Finance uprightly, and with Justice ; and not entertaining in his Disposition the least Share of Haughtiness, he laboured at our Ease and Prosperity. By these Means, the Name and Authority of the King and Company of England were so established during his Government, throughout all Hindostan, that no One could venture to raise the Head of Rebellion. In short, Mr. Hastings possessed every good Quality, and was well versed in the Manners and Customs of this Country,

and always exerted himself in the Preservation of our Religion and Characters. On this Account we, Inhabitants of these Districts, were happy during his Government, and are highly satisfied and pleased with him.

The Seals and Signatures to this Address.

Peraun Chund Sewarry, Gomastah of Benepersaud,	Mahomed Muzzed,
Ramnaut Mahajin,	Mahomed Ammy,
Bussent Loll Mahajin,	Mahomed Homed,
Baulnoth Mahajin,	Mahomed Punnah,
Rehery Sing,	Mahomed Rused Behany,
Bindrabund Dofs Mahajin,	Jofell Ally Hoffeing,
Bowanny Persaud Dobey,	Abdul Ally,
Bhyro Dutt, of Surkea,	Ammany Loll,
Budderul Dein,	Anar Rulla,
Ramperaud Sookul,	Affud Ulla Hoffeing,
Behadre Sing, of Mongheir,	Neamut Ulla,
Kishen Loll, of Mongheir,	Coffim Ally,
Otye Sing, of Pergunnah Furkea,	Shick Mahomed Zemma,
Bucklawur Sing,	Prem Loll, of Village Bogglepoor,
Duloll Chund, of Moughier,	Ally Noweez,
Rublic Dofs, of Rudderpoora,	Seck Chund, of Soonez Ghur,
Deoram Mahajin, of Rajemhal,	Cowul Loll, of Sooruz Ghur,
Sree Rutton Ghurr Choubey,	Seid Rahem Ally Fyzabady,
Sied Mehady Hoffeing Ally,	Abdoosah,
Muze ul Dein,	Golaum Muzuf Hoffenny,
Immaum Buksh,	Sheik Ruffeul Ullah,
	Futteh Jung Khan.

(A true Translate).
(Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Sec^y to the Gov^t.

Under the Seals and Signatures as under written.

All we Zemindars, Choudries, and Talookdars, of the District of Akbarnagur, commonly called Raje Mhal, in the Kingdom of Bengal, have heard that the Gentlemen in England are displeased with Mr. Hastings on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England; that Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and that his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have always been guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of the Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice, and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Lucknaut Serma, and Neel Money Serma, Zemindars of Pergunnah Akburpoor,
 Emann Buhsh Choudry,
 Hubbut ulla Choudry,
 Dololl Sunderhun,
 Regonundun,
 Kishenperfaudhurr,
 Soubra Dofs, Zemindar of Pergunnah Hattyee,
 Bullubly Caunt Serma, Zemindar of Pergunnah Gourhing,
 Cowul Lochun Serma, Zemindar of Pergunnah Mollydayab,
 Meer Cossien Ally,
 Meer Tarab ul Dien,
 Meer Sied Ally,
 Meer Neamut Ulla, Talookdar of Darbapoor,
 Gomny Caunt Serma, Zemindar,
 Grooperfaud, Zemindar,
 Deby Chum,
 Burrut, Zemindar of Pergunnah Kheerum,
 Pretichund Sahoy, Brother of Deby perfaud Sahoy, Zemindar of Pergunnah Amloir,
 Nuzzeef Ally, Talookdar Billollpoor,
 Mirza Johoor Ally, Talookdar of Terrif Neamutpoor,
 Mocundram Dofs, Talookdar of Terrif,
 Mahomedpoor and Jusmfedpoor, of Pergunnah Dehhuzory, 10 Annas Division,
 Sheik Mahomedasseer, Grandson to Golaum ally Moorserjah,
 Abul Cossim Cawn, Talookdar Sheickpoor, of Pergunnah Muckranin
 Sied Reza Ally Cawn, Zemindar of Beena Cawn, of Pergunnah Muckranin,
 Abul Cossim Cawn, Talookdar,
 Sied Ahmed Ally Cawn, Talookdar,
 Bussent Ally Cawn,
 Sheick Dullul Ulla, Talookdar of Mouza Sheharpoor,
 Munnyar Sing, Son of Porreen Sing, Zemindar of Pergunnah Chuck Delawar,
 Meer Jooga, Son of Meer Sier Ally, Talookdar,
 Meer Futteh Ally, Talookdar Terrif Inaelpoor,
 Gurrub Dofs, Talookdar of Village Choundpoor,
 Ramdeb Dofs, and Syheb Dofs, Talookdars of Village Allypoor,
 Merza Gudgenphen Hossien, Zemindar of Pergunnah Sheerpoor,
 Merza Gudgenphen Hossien, Talookdar of Village Shuckfoospoor,
 Merza Tran ul abawn, Grandson of Meer Torab Ally, Talookdar of Terrif Touka,
 Collyperfaud, Son of Golaub Chowdry, Zemindar of Pergunnah Havelly Terra,
 Hyat Mahomed Choudry, Son of Weezhuddy Choudry, of Pergunnah Havilly
 Terra,
 Hurrynoth, and Loll Behary, Talookdars of 4 Annas Division of Pergunnah
 Deonoth,
 Jaggernaut, &c. Choudries of 12 Annas Division of Pergunnah Dinapoor,
 Chummun Loll Choudry, Zemindar of Pergunnah Behadrepoor,
 Byje Noth Choudry, Zemindar of 10 Annas Division of Pergunnah Beegumabad,
 Mahomed Doorbels, of Terrif Islampoor,
 Byje Nothdofs, of Pergunnah Pam Dai Setaram, &c. Zemindar of Pergunnah
 Jungle Diar,
 Bude Noth Shahoo, Zemindar of 6 Annas Division of Pergunnah Munglepoor,
 Kishinperfaud, &c. Zemindar of 10 Annas Division of Pergunnah Munglepoor,
 Cossimaut, Zemindar of Pergunnah Suttaun Gunge,
 Tickchund Dofs Chundicheem Ghose, Son of Pambutty Cheem Ghose, Talook-
 dar of Terrif Govindpoor,
 Jaunkeram and Shaeb Ram Dofs, of Terif Shapaud,
 Kertichund Serma,
 Sheick Golaum Hossien, Talookdar of Terrif Chundypoor,
 Humaut Dofs Debly Churn Metre, Talookdar of Hurrypoor,
 Shaheb Ram Pausit, Zemindar of 6 Annas Division of Pergunnah Dehhuzary,
 Bridgeraje Sing, Son of Row Radke Kishun, Talookdar,
 Merza Suttaun Beg, Naib of Sheick Mahomed, of Futtehpoor.

A true Translate.

(Signed)

G. F. C H E R R Y,
D. P. T.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

Under

Under the Names as under-written.

We, Inhabitants of the Hills in Ingleterry, in the Chuckla of Rajemhal and Boglepore, have learnt that the Inhabitants of the District of Boglepore have written in Praise of Mr. Hastings, wherefore why should not we, who are praising Mr. Hastings, write also, and not remain silent? We therefore represent, that we formerly lived in the Hills, like the Beasts of the Forests, and during the Government of Mr. Hastings became like other Men, and the Qualities and Honours of Men were instilled into us. Formerly our Means of Subsistence were no other than those of Plunder and Rapine, and we existed with the greatest Difficulty; but now, by the wise Conduct of that Gentleman, we live at Ease, and, like others, are happy and satisfied with the Company. As this Ease and Civilization, which has produced Respect to us among Mankind, has been the Effect of Mr. Hastings's Conduct and Management, we have never experienced other than Kindness, nor have any one of us heard of any Oppression from him; on this Account we are pleased with Mr. Hastings.

The Names to this Address.

Baka Manjy, Chief of Kho Mulbungee,
Bukoo Manjy, Second to Ditto,
Merker Manjy, Chief,
Sirly Manjy, Second in Tuppa,
Mird Manjy, Chief,
Khetcoo Mangy,
Sutchoo Manjy,
Lucknoow, Second,
Soorjah Manjy, Second,
Soorjah Manjoy,
Chumra, Chief,
Daagro, Second,
Deo Cowur, Chief,
Gunga Manjy,
Mudkeffa Manjy,
Dullor Manjy,
Goora Manjy,
Bodla Manjy,
Dufnoo Manjy,
Bucka Manjy,
Buckoo Manjy,
Suckra Manjy, Chief of Barroona,
Singha Manjy,
Narain Manjy,

Dulageirry, Second in Keep Dongapanee,
Soorjah Manjy,
Gundy Deecoor,
Dadoo Cowar, Chief,
Sonaday Caweer, Chief,
Dub Coweer, Second,
Pooja Manjy, Second,
Ramma Manjy,
Chumroo Manjy,
Bausfor Manjy,
Chumroo Manjy, of Koh Dhoo Dommany,
Wooma Manjy,
Churra Manjy,
Befahdy Manjy,
Soorjah Manjy, Chief of Kherd,
Soodra Manjy, of Kah Mudho Chuppy,
Soodra Manjy, Chief,
Paleffoo, Second of Kho Chuppernee,
Dooar, Second,
Toora Manjy, of Kho Gurrypara,
Mucka Manjy,
Affa Manjy,
Mucka Manjy.

A true Translate.
(Signed)

G. F. C H E R R Y,
D. P. T.

A true Copy.
E. Hay,
Sec^r to the Gov^t.

N^o 15. Copy Letter from the acting Judge of Patna—transmitting a Persian Address from that City; also Copy of two Letters from the Deputy Persian Translator.

To Edward Hay, Esquire, Secretary to the Government at Fort William.

Sir,

I was favoured with your Letter of the 31st March last; and a Sooruthat respecting Mr. Hastings having been sent to me by the principal Inhabitants of this City; I now do myself the Honour to transmit it to you.

I am, Sir,

Your most obedient humble Servant,

(Signed)

H. D O U G L A S,
Act^r Judge.

Patna Dewanny Adaulut,
3d Sept^r 1788.

A true Copy.
E. Hay,
Sec^r to the Gov^t.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

In my Letter of Yesterday's Date, accompanying further Advices relative to Mr. Hastings, in order to preserve the List of them regular, I inserted under the Letter Z. an Address from the Inhabitants of Patna, with Translation, which was not completed, the Names to it not being made into English. The Translation of them is now in Hand; but from the Number and confused Order of the Seals and Signatures annexed to it, I shall not be able to prepare it to fill the Place allotted it in the above-mentioned Letter, to go by the Packet of the William Pitt; I therefore request you will annex this Letter to that of Yesterday's Date, in order to explain the Cause that the Patna Address does not accompany according to the List, and that it may be deferred until the next Dispatch to England.

I am, Sir,

Your most obedient humble Servant,

(Signed)

G. F. CHERRY,

D. P. T.

Calcutta,
5th Nov' 1788.

A true Copy.

E. Hay,

Sec^r to the Gov^t.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

Having, under Date 5th November last, been under the Necessity of withholding the Address from the Inhabitants of Patna, marked in my Letter of the 4th November with the Letter Z. for Reasons already assigned, I have now the Pleasure to forward you the original Address from Patna, with a Translation thereof, under the same Mark as in the List accompanying my Letter of the 4th November.

I now forward you sundry other Addresses received since my last, from the Vakeels of the several Zemindars, &c. with Translations of the same, according to a List accompanying.

I am, Sir,

Your most obedient Servant,

(Signed)

G. F. CHERRY,

D. P. T.

Calcutta,
22d December 1788.

A true Copy.

E. Hay,

Sec^r to the Gov^t.

Z.

N^o 16. Translation of a Persian Address from the Inhabitants of Patna.

Translation of an Address relative to Mr. Hastings, under the Seals and Signatures of the Inhabitants of the City of Patna.

It having come to the Hearing of all us Men, both high and low, of every Sect and Persuasion, as well Hindoos as Mahomedans, the Inhabitants and Natives of the City of Patna, Part of the Territories belonging to the Dewanny of the English Company, that the Gentlemen of England are displeased with the late Governor General, Warren Hastings, upon the Suspicion that exercising Tyranny and Oppression, and taking from us, by Artifice, and Fraud, and Force, our Property, he laid waste the Country; we therefore, according to the Dictates of our several Religions and sacred Ordinances, which we hold to be strictly binding on our Consciences, and in Obedience also of that Divine Precept, "Bear ye Testimony," do thus publish a true Account of the Nature and Circumstances of the Conduct of Mr. Hastings, an honoured Personage of esteemed Qualities, who was perfect in Caution and Rectitude, complete in Virtue and Benevolence, and first amongst those Characters who are signalized by their great Harmony and Wisdom, and was honoured both by the Kings of Hindostan and England; and by thus giving Utterance to the Words of Truth and Justice, cleanse the Mirrours of the Hearts of the Gentlemen of England from the Rust of Suspicion. This Person is clothed with Probity and Religion as with a Garment, and is adorned by the Protection of the People, and the Preservation of us the Worshippers of God, as it were with a Jewel; the Skirt of his Existence is unsullied by the Stain of Dishonesty or Prejudice, and the Mirrour of his Heart is unclouded by the Dust of Avarice. In the Time of his Government, and during the Period of his Administration, no one has seen in him any Thing but the Protection of the Subjects, and the Dispensation of Justice; never did the Dirt of

Affliction seat itself through him on the Hearts of the People, nor did he ever break the Glass-like Minds of the Lowly with the Stone of Violence. As an Army is kept in Safety by its Watch Guards, so he protected the Honours of Strangers and Natives by his Vigilance and Foresight, and kept them defended in the Castle of Security from the Troops of Adversity. The Sanctuary of the Welfare of us humble Men was preserved in Safety by the superintending Care of his Justice and Benevolence; he did not omit the smallest Particle of Friendship towards us, and towards whoever else were deserving of it, but always by kind Words and benign Acts administered the Balm of Comfort to the wounded Hearts of the Afflicted. He left not one of us all, not a single Individual, to be melted in the Crucible of Despair. In his compassionate Nature and great Kindness he favoured us all. The Feet of the Endeavours of wicked Men were broken by the Axe of his Awe, and the oppressive Hands of Evil Doers were bound by the strong Cords of his Justice. By these Means the Doors of Happiness and Delight were opened to us. He new laid the Foundations of Justice and the Pillars of the Law. In every Shape we the Inhabitants of this Country, during the Time of his Administration, lived in Ease and in Peace. We are therefore greatly satisfied with and thankful to him. As the said Mr. Hastings was long acquainted with the Modes of Government in those Regions, so the inmost Purpose of his Heart was openly and secretly, in Word and in Deed, bent upon all those Things which might maintain inviolate our Religions, Ordinances, and Persuasions, and guard us in every the minutest Respect from Misfortune and Calamity. In every Way he cherished us in Honour and Credit. Whatever we have in our own Persons really experienced from him, and whatever has been clearly manifested by him, and whatever has been clearly, we have for the Sake and in the Name of God, without the Arts of Hypocrisy, truly and justly thus declared. In this there is no Doubt.

Seals and Signatures to the above Address.

* K A U Z I E S.

- N^o 1. Moolah Shurreat Ullah Khaun Wauyez, the Chief Kauzy.
- N^o 2. Kauzy Sijed Fuzl Ally.
- N^o 3. Kauzy Sijed Sulatun Alum.
- N^o 4. Kauzy Sujed Ameen U Deen.

Under this Seal is written,

A Supporter of Students, the Son of Kyaut Muzzeid, who was the Son of Shurreef Udeen, Proprietor of the Village Birtooly, in the Purgunnah of Rotas, by the Mother's Side, Grandson of the Kauzy Shooker Ullah, who was the Son of Cauzy Peer Mahommud, the Hereditary Kauzy of the Purgunnah of Kauter, in the Sircar of Bahar. This Subscriber is also Naib of the Kauzy of the Fouzdar of the District of Patna, in the Soubeh of Behar.

- N^o 5. Kauzy Subghut Ullah.

Under this Seal is written,

The Contents of this Paper are strictly true; Kauzy of the Purgunnah of Burragong, and Boonnea, and Punwaurah, in the Sircar of Shawabad, in Behar.

M O O F T I E S.

- N^o 6. Moofly Sujed Ibrahim Husein.

Under this Seal is written,

" Fact."

- N^o 7. Moofly Dost Mahommed.

Under this Seal is written,

" Fact."

- N^o 8. Moofly Sujed Fuzl Ullah.

Under this Seal is written,

" Fact."

- N^o 9. Moofly Sheikh Mussy Oolah.

Under this Seal is written,

" Fact."

- N^o 10. Moofly Sujed Mohummed Husein.

Under this Seal is written,

" In Truth, Mr. Hastings was famous and celebrated for his Goodness."

* N. B. The Titles on many of the Seals are very numerous.—In the Translation it has been thought necessary to retain only the most familiar.

The Numbers prefixed to the Names in the Translation refer to as many corresponding Numbers in the Original.

Suddaurut Punnah, i. e. Officers appointed by the Crown to superintend the Charity Lands.

- N^o 11. Zein U Dein Ally Hyder Khawn.
Under this Seal is written,
“ The Seal of the Sudder of the Sobah of Bahar; whatever is written in this Paper
“ is strictly true.”
- N^o 12. Sujed Wully Allum, Motehurully or Procurator appointed by the English Government for the Purpose of superintending the Interest of those holding Charity Lands in the District of Bahar.

C A N O O N G O E S.

- N^o 13. Roy Bulwunt Sing.
Under this Seal is written,
“ Roy Bulwunt Sing, Canoongoe of the Sudder of the Soubah Bahar, and an
“ immediate Servant under the Emperor, bears Testimony of the Truth of
“ this Paper.”
- N^o 14. Abdhoo Peim Chund.
Under this Seal is written,
“ Peim Chund, a Servant of the Emperor, a Mohurrer of Roy Bulwunt Sing,
“ and of Roy Purfud Ram, Canoongoes of the Sudder of Bahar.”
- N^o 15. Roy Nirmul Sing, Son of Purrein Sing.
Under this Seal is written,
“ Roy Nirmul Sing, the Canoongoe of the Sudder of Bahar, bears Testimony
“ to the Truth of this Paper.”
- N^o 16. Sittaram Sahoy.
Under this Seal is written,
“ Sittaram, the Gomastah of Roy Nirmul Sing, the Canoongoe of the Sudder
“ of Bahar, is perfectly and satisfied.”
- N^o 17. Roy Perfudram.
Under the Seal is written,
“ Roy Perfudram, an immediate Servant of the Emperor, and Canongoe of
“ the Sudder Bahar, bears Testimony to the Truth of this Paper.”
- N^o 18. Akund Sing.
Under this Seal is written,
“ The Seal of Akund Sing, the Canongoe of the Sudder of the Purgunnah of
“ Ball, &c. in Sircar Sarun.”
- N^o 19. The Signature of Khemajeet Roy, the Canongoe of the Purgannah of Milkie and Boofaury, in the Sircar of Hargee Poor, belonging to Bahar, by the Pen of Behadre Sing, the Deputy of the said Canongoe.
- N^o 20. The Signature of Roy Anoop Loll and of Roushoun Loll, Canoongoes of the Purgunnah of Milkie, in the Sircar of Haujy Poor, belonging to Bahar, by the Pen of Behadre Sing, Deputy of the said Canongoe.
- N^o 21. Ram Sahoy Heim Sing.
Under the Seal is written,
“ The Signature and Seal of Heim Sing, the Canoongoe of the Purgunnah of
“ Noubut Poor Bullea, in the Soubah of Bahar.”
- N^o 22. Rogonaut Sahoy.
Under the Seal is written,
“ The Signature and Seal of Rogonaut Sahoy, the Grandson of Kishen dew Dofs,
“ and the Canoongoe of the Purgunnah of Soroo, in the Sircar of Shawabad,
“ in Bahar.”
- N^o 23. Bhekun Loll.
Under the Seal is written,
“ The Signature of Bhekun Loll, the Gomastah of Roy Perfud Ram, and Roy
“ Nulwut Ram, the Canoongoe of the Sudder of the Soubah of Bahar.”
- N^o 24. Nuffurrat Ally.
Under the Seal is written,
“ The Signature of the Canoongoe of the Purgannah of Saundeh.”
- N^o 25. The Signature of Behadre Ally, the Servant of the Emperor, the Canoongoe of the Purgunnah and City of Azeemabad, in the Sircar and Soubah of Azeemabad—
Under the Justice of Mr. Hastings I was happy.
- N^o 26. The Signature of Odey Chund, the Gomastah of Sheikh Behadre Ally, Canoongoe of the Purgunnah of Azeemabad.

N^o 27.

- N^o 27. The Signature of Bowanny Sing, a Servant of the Emperor, and a Canoongoe of the Purgunnah and City of Azeemabad, in the Sircar and Soubah of Bahar.—In the Justice of Mr. Hastings I was pleased and happy.
- N^o 28. The Signature of Kishun Chund, the Gomastah of Bowanny Sing, and Canoongoe of the Purgunnah Haveylee of Azeemabad.
- N^o 29. The Signature of Bolaunut, a Servant of the Emperor, and a Canoongoe of the Purgunnah and City of Haveyley Azeemabad.—In the Time of Mr. Hastings I was happy, in a State of perfect Ease.
- N^o 30. Doorgah Sahoi, the Gomastah of Bolanaut Canoongoe.

Omrahs and the Sons of Omrahs, Khawns, Munsubdars, and Zemeendars,
being Mahomedans.

- N^o 31. Moneer ul Molk Moneer ul Dowlah Khawn Zummaun Khawn Behadre Nadir Jung.
Under the Seal is written,
“ In doing good to Mankind Mr. Hastings had no Equal.”
- N^o 32. Mahommed Mostekeem Khawn.
Under this Seal is written,
“ Mohammed Mostekeem Khawn, Son of the Nawaub Mozuffer Khawn, who
“ was the Nephew of the Ameer ul Amrah Nabob Sumfaum ul Dowlah
“ Khaundowran Behadre, who was the Chief Boshy of all Hindoostan.”
- N^o 33. Mahommed Khawn Behadre ul Molk Delawurzun.
Under the Seal is written,
“ The Son-in-law of the Nawaub Moneer ul Dowlah Reiza Cooley Khan Be-
“ hadre Nadir Jung.”
- N^o 34. Sujud Mohummed Kkawn.
Under his Seal is written,
“ Sujed Mohummed Khawn, the Grandson of the Nawaub Mored Khawn, de-
“ ceased.”
- N^o 35. Himmut Khawn Behadre.
Under his Seal is written,
“ Grandson of the Nawaub Azum Khawn Azum ul Dowlah Shumsheer Jung
“ Behadre, who was the Son of the Nawaub Musleh udeen Khaun Musleh O
“ Dowla Behadre.”
- N^o 36. Sujed Lutf Ally Khawn.
Under his Seal is written,
“ I, the humblest of the Servants of God, am a Grandson of the Nawaub Azum
“ Khawn Azum U Dowlah Shumsheer Jung Behadre, and the Son of Sujed
“ Ameer Mohummed Khawn Behadre.—I affirm, swearing by the Prophet, and
“ by the holy Fathers, upon all of whom be the Grace of God, that without ever
“ having seen Mr. Hastings, I am thankful to him. In Truth, that excellent
“ Gentleman was without an Equal.—Even, in former Times, there were few
“ Rulers so just, and possessed of such Liberality, that all Mankind, from the
“ high to the low, from the great to the small, should, on all Accounts, be
“ thankful to him; that not one Individual of the whole human Race should
“ complain of him.—God is Witness, that the late Governor General is one of
“ those Rulers who are of distinguished Eminence. Wherever he is, may God
“ preserve him under his holy Care and Protection.”
- N^o 37. Sujud Sheer Ally Khawn Behadre.
Under his Seal is written,
“ Sujed Sheer Ally Khawn, Son of Sujed Mohummed Kofeen Khawn Behadre,
“ who was the Son-in-law of Sujed Abdul Ally Khawn Behadre Shujah
“ Jung.”
- N^o 38. Abdul Hussen Khawn.
Under his Seal is written,
“ The Son of the Nawaub Himmut Khawn.”
- N^o 39. Hotein Ally Khawn.
Under his Seal is written,
“ The Grandson of Salim Ally Khawn, deceased, and the Nephew of Kulb
“ Ally Khawn, deceased, Daroga of the Adawlut of the Soubah Bahar.”
- N^o 40. Bubber Ally Khawn.
- N^o 41. Ally Azeem Khawn Behadre.
Under his Seal is written,
“ Ally Azeem Khawn, the Zemindar of the Sircar of Gauzipoor, in the Soubah
“ of Allahabad, and Proprietor of Lands in the Soubah of Bahar.—I am
“ perfectly

- “ perfectly satisfied with, and grateful to Mr. Hastings. I hereunto affixed
 “ my Seal the 2d of Jummady ul Omrah, in the Fuffily Year 1195.”
- N° 42. Meerza Abdoola.
 Under his Seal,
 “ Meerza Abdoola, the Son of Kulb Ally Khawn, who was the Son of Ally
 “ Cooly Khawn.”
- N° 43. Wully oolla Khawn.
 Under his Seal is written,
 “ Wully oolla Khawn, a Servant of the Emperor, a Jageerdar, is the Son of
 “ Ghwolaum Imaum a Dein Khawn, deceased, who was the Sister's Son of
 “ the Nawaub Ahumed Khawn, deceased.—What is written in the Text is
 “ exempt from all Doubt.”
- N° 44. Mohummed Mukkeem Khawn.
 Under his Seal is written,
 “ There is no Doubt in the above. In all that concerned Mankind, he was
 “ without an Equal.”
- N° 45. Mohummed Azeem Khawn.
- N° 46. Wahed Ally Beig.
 Under his Seal is written.
 “ Wahed Ally Beig Khawn, Ameen of the Soubah of Behar, bears Testimony
 “ to this.”
- N° 47. Sujed Abafs Ally Khawn Ruzvy.
 Under this Seal is written,
 “ Son of Sujed Affud Ally Khawn, deceased, who was the Son-in-law of Suraj
 “ ul Dowla, deceased.—In truth, he (Mr. Hastings) was a Man of Under-
 “ standing, and worthy of governing.”
- No. 48. Anal Greeb.
 Under his Seal is written,
 “ Well known by the Name of Sujed Fuzl oola Khawn Hofeiny.”
- No. 49. Mohummed Ally Khawn.
 Under his Seal is written,
 “ Mohummed Ally Khawn, the Daroga of the Foujedarry Adawlut for the Dis-
 “ trict of Azeemabad, and Soubah of Bahar, bears Testimony to this Paper.
 “ — The Contents of the Text are true.”
- N° 50. Sujed Ismael Ally Khawn Behadre.
 Under this Seal is written,
 “ Sujed Ismaul Ally Khawn, the Son of Sujed Abdul Ally Khawn Behadre
 “ Shuja Jung, who was the Brother's Son of the Nawaub Izut Khawn, the
 “ Soubehdar of Azeemabad.”
- N° 53. Ahmud Ally Khawn.
- N° 54. Mohummud Ally Khawn.
 Under this Seal is written,
 “ Mohummed Ally Khawn, the Son of Khadim Hofein Khawn.”
- N° 55. Aboo Tooraub Kawn.
 Under this Seal is written,
 “ Palpably true.”
 “ Aboo Tooraub Khawn is the Son of Abul Cossim Khawn, deceased.”
- N° 56. Mehdy Neffaur Khawn Behadre Sabit Jung.
- N° 57. Abafs Cooley Khawn Behadre Nufut Jung.
- N° 58. Ahmud Ally Khawn.
- N° 59. Fedarr Ally Khawn, commonly called Abul Cossim.
- N° 60. Fedarr Hofein Khawn.
- N° 61. Hussun Mohummud Khawn.
- N° 62. Ahmud Nuwaz Khawn.
- N° 63. Hedayet Hofein Khawn.
 Under this Seal is written,
 “ Thank God for all Things—I have seen the Truth of what is written in this
 “ Paper.”
- N° 64. Enayet Hofein Khawn.
- N° 65. Ersaud Khawn.
 Under this Seal is written,
 “ Ersaud Khawn, the Son of the Nawaub Ameen ul Dowlah Behadre.”
- N° 66. Sujed Hyder Ally Khawn.
 Under this Seal is written,
 “ So long as Mr. Hastings was Governor of the Soubah of Bengal, &c. no
 “ Evils reached me; on the contrary, I continued in perfect Ease.”
- N° 67. Mohummed Beig Khawn.
 Under his Seal is written,
 “ The Son of Meer Meyher Ally Khawn.”

- N^o 68. Mohummud Reeza Khawn.
Under this Seal is written,
"Mohammed Reza Khawn, the Son-in-law of Abul Cossim Khawn, deceased,
" —There is no Doubt of the Justice and Equity of Mr. Hastings."
- N^o 69. Hardy Ally Khawn, Physician.
- N^o 70. Sherruf Ally Khawn Ibn Hichkum.
- N^o 71. Moonshurruf Ally Khawn Ibn Hichkum.
- N^o 72. Nuwaufish Hosein Khawn.
Under this Seal is written,
"Evidently true."
"Nuwaufish Hosein Khawn, the Grandson of Abul Cossim Khawn, deceased."
- N^o 73. Nuwaufish Hussun Khawn.
"Evidently true."
"Nuwaufish Hussun Khawn, the Grandson of Abul Cossim Khawn, deceased."
- N^o 74. Ghawzy u Deen Ally Khawn.
Under this Seal is written,
"Evidently true."
- N^o 75. Bismilla Khawn.
Under this Seal is written,
"There is no Doubt of this."
- N^o 76. Morein u Deen Ally Khawn.
- N^o 77. Abkarkhaun Behadre.
Under this Seal is written,
"Mr. Hastings was the Benefactor of Mankind, and in every Thing worthy of
" a Ruler; was without an Equal. I am a Munsubdar of the Emperor."
- N^o 78. Khaueh Khullul ullah Khawn Behadre.
- N^o 79. Hafiz Ghwolaum Ally Khawn,
Munsubdar of the Empire.
- N^o 80. Mohammed Khawn, Fedvy Shah Allum Badshahy Gauzy.
Under this Seal is written,
"The Son of Fayeze Ally Khawn, deceased, who was the Boksby and Naib of
" the Soubah of Azeemabad under Mohaubut Jung.—I swear by my God and
" my Prophet, that during the Time of Mr. Hastings's Government I lived
" in perfect Peace, and that I was much concerned at his Departure."
- N^o 81. Zuffer Cooly Khawn.
- N^o 82. Mohummud Askurry Khawn.
Under his Seal is written,
"The Grandson of Fayeze Ally Khawn, deceased, the Boksby of Nawob Mo-
" haubut Jung."
- N^o 83. Mohummud Hosein Behadre.
- N^o 84. Mohummud Ally Khawn.
Under his Seal is written,
"In protecting the Subjects, and in whatever was worthy of a Chief, he was
" unequalled."
- N^o 85. Azeem ulla Khawn.
- N^o 86. Mohammed Tucky Khawn Behadre.
Under his Seal is written,
"In protecting the Subjects, and in whatever was worthy of a Chief, he was
" unequalled."
- N^o 87. Mohammed Yâr Khawn.
Under this Seal is written,
"It is palpably true, and I am satisfied and thankful."
- N^o 88. Sheer Afgun Khawn Behadre.
- N^o 89. Kunaumut ulla Khawn.
- N^o 90. Musfeeh ulla Khawn Behadre.
- N^o 91. Ghwolaum Durgah Meer Khawn Kaudry.
- N^o 92. Ally Zamin Khawn.
Under this Seal is written,
"He was a just Man."
- N^o 93. Juggut ulla Khawn.
- N^o 94. Nafir Ally Khawn.
- N^o 95. Ameer Khawn.
- N^o 96. Hussun Ally Khawn.
Under this Seal is written,
"Palpably true."
- N^o 97. Maufoom Ally Khawn.
Under this Seal is written,
"Mr. Hastings Behadre was a very just Man, a Protector of the People, and a
" Benefactor of the Poor."
- N^o 98. Mohammed Cooley Khawn.

- Under this Seal is written,
 " I was, and am satisfied with, and thankful to him."
- N° 99. Meer Mohamed Takir Khawn.
 Under this Seal is written,
 " Mr. Hastings Behadre—may God encrease his Prosperity—was a Man of Justice, and a Protector of the Poor.—All Mankind are satisfied with and thankful to him; I also Meer Mohammed Takir Khawn, the Grandson of Nawob Akeedutmund Khawn Behadre, am satisfied with him, and thankful to him."
- N° 100. Rajah Yekbaul Ally Khawn Behadre.
 Under his Seal is written,
 " Rajah Yekbaul Ally Khaun Behadre, the Son of Rajah Kaumguar Kaun Mien, and Zemendar of the Purgunnahs of Nurhot and Summoy, &c. in the Sircar and Soubah of Bahar."
- N° 101. Ghwolaum Hosein Khaun.
 Under this Seal is written,
 " The Grandson of Murza Moyeen u Dein Khaun, deceased."
- N° 102. Nissaur Hosein Khaun Hoseiny.
 Under this Seal is written,
 " Notoriously true."
- N° 103. Khulleel Beig Khaun.
 Under this Seal is written,
 " Notoriously true."
- N° 104. Buddy u Deen Mohammed Khaun.
 Under this Seal is written,
 " Son of Mohammed Khaun, deceased, a Physician.—From the Commencement of Mr. Hastings's Government I never experienced any Hardship."
- N° 105. Meer Ghwolaum Hosein Khaun.
 Under this Seal is written,
 " From the Commencement of Mr. Hastings's Government I never experienced any Hardship."
- N° 106. Abdvolahkaun.
 Under this Seal is written,
 " It is strictly true."
- N° 107. Mohammed Tucky Khaun.
 N° 108. Sumsaum u Dein Khaun.
 Under this Seal is written,
 " It is strictly true."
- N° 109. Meer Mohammed Baker Khaun Behadre.
 Under this Seal is written,
 " In the Justice of Hastings, and in his Protection of the People, we are all satisfied and thankful; and during the Time of his Government we led our Lives in great Tranquillity, and continued in Abundance, insomuch that the very Name of Oppression was not heard of."
- N° 110. Hyder Ally Khaun.
 Under this Seal is written,
 " There is no Doubt in this.
 " From the Commencement in his Government till his Departure for Europe, the Inhabitants and People of this Country always continued in Peace and Security, and they pray for the King and Country."

B E E G U M S, and other Women of Rank.

- N° 111. Soubed U Nissa Begum.
 Under this Seal is written,
 " Daughter of the Nawob Abdul Ally Khaun Behadre, Son of the Nawob Sul-taun Khaun Behadre, one of the Nobles of Jehaugur, and the Wife of Shah Ally Khaun."
- N° 112. Zaheer ul Nissau Beegum, Widow of Jullal u Dein Hofen Khaun, deceased.
- N° 113. Leenut ul Nissau Beegum.
- N° 114. Buddrah ul Nissau.
- N° 115. Inaut Fatimeh.
- N° 116. Khier Ul Nissau.
- N° 117. Wully Ul Nissau Beegum.
- N° 118. Sueden Khodeyjah.
- N° 119. Sahib ul Nissau, Wife of Ahmed Ally Khaun.

- N° 120. Ahmetun Akremutun.
 N° 121. Fatimeh Beegum.
 N° 122. Ahumuddy Beegum.
 N° 123. Doordauneh Beegum.
 N° 124. Ayelun Nissau Beegum.
 N° 125. The Widow of Meer Askerry, dece^d.
 N° 126. Juggroo Beegum.
 N° 127. Moosummaut Saulyhau.
 Under this Seal is written,
 " Notoriously true."
 " The Seal of the Wife of Imaum Boksh Khaun, the Son of Kawzy Thissun
 " .Roza Khaun, deced."
- N° 128. Jeuny Beegum.
 N° 129. Beiby Fatimeh Jaun Beegum.
 N° 130. Motihaulikaun of Rajah Sadoo Ram dece^d.
 Under this Seal written,
 " From the prudent Counsels and perfect Wisdom of Mr. Hastings Behadre, he
 " was in Truth a Man of Justice, and a Protector of the People."
- N° 131. Fatimah. The World obtained its Deliverance by Fatimeh.
 N° 132. Mukun ul Nissau Beegum.
 N° 132. Noor Beeby : From "*poor Beeby*," i. e. The Light of a Woman, the World obtained
 its Redemption.
 N° 133. Asmutt Beegum.
 N° 134. Shauisleh Beegum.
 N° 135. Poly Beegum.
 N° 136. Mooly Beegum.
 N° 137. Doordauneh Beegum.
 N° 138. Morehaulikaun Auleh Hosein Khaun.
 Under this Seal is written,
 " Notoriously true."

Men of Learning and Wisdom, Prelates, and Descendants of the Prophet.

- N° 139. Ghwolaum Hussun.
 Under this Seal is written,
 " The Descendant and Representative of the dignified Shah Arzanny, the Model
 " of the Followers of God, the Chief of those possessing Religious Wisdom.
 " May God sanctify his honoured Tomb!—The Contents of this Paper are
 " strictly true."
- N° 140. Wauris Ally.
 Under this Seal is written,
 " Witness Warris Ally, the Motehwully (Superintendent of the Charity Lands)
 " in the Purgunnah of Ghyaus Poor, in the Sircar and Soubah of Bahar."
- N° 141. Mowlavy Moheb Ullah.
 N° 142. Yekkeem Ally Motehwully.
 N° 143. Burkut Ullah Hoseiny.
 Under this Seal is written,
 " The Seal of the Daroga of the Customs of Arzeemabad."
- N° 144. Mohommud Fiez Riozoy Hoseiny.
 Under this Seal is written,
 " The Keeper of the Stone bearing the Impression of the Foot-step of the Prophet,
 " near the Garden of Jaffier Khaun, and well known by the Name of Sujed
 " Meer."
- N° 145. Tubbyeut ul Huck Hoseiny.
 Under this Seal is written,
 " The Supporter and Preceptor of Students, well known by the Name of Mofafir
 " Ul Hoseiny ul Behary."
- N° 146. Mowlavy Fiozl ullah unsaury Calendar Kadry.
 Under this Seal is written,
 " He (Mr. Hastings) was in Truth a just Man."
- N° 147. Ghwolaum Hoseing Hoseiny.
 Under this Seal is written,
 " We People were and are always thankful to Mr. Hastings; during his Time
 " we suffered not the least Hardship."

- N° 148. Abdul Wahaub.
Under this Seal is written,
" Strictly true."
- N° 149. Fiozl Ally, of the Race of Gung Shukker (a famous Durveish).
- N° 150. Yaur Ahmed.
Under this Seal is written,
" Palpably true."
- N° 151. Fiozl Ally.
- N° 152. Ahmuddy Mokhtaur,
Under this Seal is written,
" There is no Doubt in this."
- N° 153. Mutteahu Rehmaum Apsum ul Kutteteun.
Under this Seal is written,
" Ahmud Ally."
- N° 154. Shekh Mutteah U Rehmaun, Jemmutdaur under the English Government, a Native of Islamabad, Reader of the Khutlah on the Part of the King, and under the Fouzdar.
- N° 155. Sujed Mahommud Cheraug Ally.
- N° 156. Sujed Niauzy.
- N° 157. Meer Sufder Ally.
Under this Seal is written,
" There is no Doubt in this ; and in the Conduct which becomes a Chief he
" was unequalled."
- N° 158. Mahommud Ashruff.
Under this Seal is written,
" There is no Doubt in this."
- N° 159. Khaujeh Monim Buksh.
- N° 160. Ghwolaum Zelauny.
- N° 161. Sujed Mohummed Taper.
Under this Seal is written,
" I the offending Slave of God, Mohumed Tahir, am the Son of Mohummed
" Hafein Hafeiny.—The Contents of this Paper are strictly true."
- N° 162. Huffun Ally.
Under this Seal is written,
" The Son-in-Law of Salim Ally Khaun, deceased, Dorogah of the Adaulut."
- N° 163. Isfindyar Beig.
- N° 164. Sujed Mobauruck.
- N° 165. Meer Mustophah Alley.
- N° 166. Sujed Meer Ally.
Under this Seal is written,
" It is universally known that he was a Man of Justice."
- N° 167. Sujed Burkaut Ally.
Under this Seal is written,
" It is notoriously true that he was a just Man."
- N° 168. Sujed Hyder Ally.
- N° 169. Mohummed Moez.
Under this Seal is written,
" Witnesses to the Contents of this Paper."
- N° 170. Sujed Mohummed Kummauly.
- N° 171. Abu Mohummed.
Under this Seal is written,
" Whatever is written in the Body of this Paper is notoriously true."
- N° 172. Rushid Ally.
- N° 173. Wauris Ally.
Under this Seal is written,
" Palpably true."
- N° 174. Kulb Ally.
- N° 175. Sujed Afzul Ally.
- N° 176. Meer Aleem ullah.
- N° 177. Sujed Koodrut ullah.
- N° 178. Abdapoo Baub ullah.
- N° 179. Ghwolaum Yehyah.
- N° 180. Minnut ullah.
- N° 181. Sujed Kulb Ally.
Under this Seal is written,
" I Sujed Kulb Ally, the Son of a Prelate, and a Native of Guija, bear this Testi-
" mony, that a Person so endowed with all laudable Qualities never before came
" from

" from the Country of the Frungs. All Virtues which are proper for the Nature of Man were conspicuous in him."

- N° 182. Azeem Ullah.
Under this Seal is written,
" A Prelate in the Soubah of Bahar."
- N° 183. Nafir Ally.
Under this Seal is written,
" I bear Testimony to the Truth of this, that a Person so endowed with all laudable Qualities never before came from the Country of the Frungs. All the Virtues which are necessary to the Nature of Man were conspicuous in him."
- N° 184. Jewakir.
N° 185. Moneer ul Huck.
N° 186. Ghwolaum Neamut.
N° 187. Ghwolaum Neamut.
Under this Seal is written,
" Palpably true."
- N° 188. Rehmaun Hofein.
N° 189. Meer Fyez u Deen Hofein.
N° 190. Fuzl Ally.
N° 191. Sujed Cheraug Ally.
N° 192. Mohil Ally.
Under this Seal is written,
" Witness Mohil Ally, an Ammehdar of the Pergunnah Ghyauz Poor."
- N° 193. Rehmutt Ally Ahmudy.
N° 194. Sujed Mohummed Tucky.
N° 195. Ally Akbar.
N° 196. Burkutullah.
N° 197. Allabd Sujed Wully Alum.
N° 198. Sujed Shaw Allum, a Prelate
N° 199. Alabd Sujed Roostum Ally.
N° 200. Sujed Behadre Ally.
N° 201. Auly Nubby aulaud Ally.
N° 202. Sujed Soojaut Ally.
N° 203. Yah Hyder Kurraur.
N° 204. Zeeu U Dein Mohummed.
N° 205. Velayet Ally.
N° 206. Munnooar Ally.
Under this Seal is written,
" God knows and beholds this."
- N° 207. Meerza Mohummuddy.
N° 208. Mohummud Moraud.
N° 209. Zeen U Dein Ahmud.
N° 210. Mohummud Behadre.
N° 211. Amaunut.
N° 212. Abdahoo Hoor.
N° 213. Iraudut.
N° 214. Jemahir.
N° 215. Kulleem Ullah.
N° 216. Mohummed Askery.
N° 217. Ghwolaum Jelauny.
N° 218. Meer Cossim Ally.
Under this Seal is written,
" There is no Doubt of this, that he was a Man of Justice. I am the Son of Meer Nuffur Ullah."
- N° 219. Nurwully Shah Wully.
N° 220. Sujed Sufder Alley.
Under this Seal is written,
" So long as Mr. Hastings Behadre was the Governor of the Soubah of Bengal, &c. on no Account did any Hardship befall me; on the contrary, I remained in perfect Ease."
- N° 221. Meer Hofeiny, the Son of Meer Meyher Ally Khawp.
N° 222. Gwolaum Hofein.
N° 223. Meerza Jeig Ally Baig.
N° 224. Sujed Hofein Ally.
N° 225. Meer Mahommed Hofein.
Under this Seal is written,
" The Seal of Meer Mahummed Hofein, a Merchant."

- N^o 226. Kummur U Deen.
 N^o 227. Sullabut Khaun, the Son of Baukir Khaun.
 N^o 228. Sheikh Mohummed Sullah.

Under this Seal is written,
 " A Native of Lahore."

- N^o 229. Ghwolaum Mukhdoom.
 N^o 230. Mohummed Ismael Hofeiny.
 N^o 231. Mokurrun Ally.
 N^o 232. Sujed Roostum Ally.
 N^o 233. Sujed Mohummed Moktedir.
 N^o 234. Mohummed Dayim.
 N^o 235. Khoorum Ally.
 N^o 236. Zeea U Dein Mohummud.
 N^o 237. Mohummud Huffun.
 N^o 238. Khizur Khaun.
 N^o 239. Fyez Oolah.
 N^o 240. Mohummud Zummaun.
 N^o 241. Mohummud Waufil.

Under this Seal is written,
 " All Men are satisfied with, and grateful to, Mr. Hastings for his good Conduct.
 " —I know he studied the Good of the Company—to this I swear by God."

- N^o 242. Meer Bukshy.
 N^o 243. Mohummud Hofein.

Under this Seal is written,
 " The Seal and Writing of Meer Mohummud Huffun, Merchant."

- N^o 244. Syed Ghwolaum Hyder.
 N^o 245. Sujed Kurrun Ally.
 N^o 246. Hoo Allah Akbar.
 N^o 247. Abdul Kadir.
 N^o 248. Ghwolaum Shurruf.
 N^o 249. Meer Khier U Deen Hofein.

Under this Seal is written,
 " The Son of Meer Moraud Ally, the Bokshy of the Nawob Ahtraram U Dow;
 " lah Behadre, the Soubahdar of the Soubah of Azcemabad."

- N^o 250. Sujed Ahfun Ally Hofeiny.
 N^o 251. Amaunut Ullah.
 N^o 252. Bunde Durgah Muraud Ally.
 N^o 253. Sujed Ameer Ullah.
 N^o 254. Mohummed Ameen.
 N^o 255. Sujed Meer Ally.
 N^o 256. Sullaumut Ullah.
 N^o 257. Mohummed Huffool.
 N^o 258. Abdahoo Fackeer Ameer Ullah Hofeiny.
 N^o 259. Mohummed Summy.
 N^o 260. Meir Jummaul U Deen.
 N^o 261. Mohummed Naumdaur.
 N^o 262. Hummadauny Hofeiny.
 N^o 263. Meer Shurruf Ally.
 N^o 264. Wauris Ally.
 N^o 265. Mohumed Mehdy.
 N^o 266. Sujed Wauris Ally.
 N^o 267. Ghwolaum Ally.
 N^o 268. Sujed Shah Imaum.
 N^o 269. Shahab Ally.

Under this Seal is written,
 " Strictly true."

- N^o 270. Mohummed Baker.
 N^o 271. Mohummed Hofun.
 N^o 272. Ghwolaum Nubby.
 N^o 273. Fuzl Ally Shurreef.

Under this Seal is written,
 " God knows and beholds."

- N^o 274. Nuyaufish Ally.
 N^o 275. Imdad Ally.
 N^o 276. Abdahoo Abdaloo Beig.

Under this Seal is written,
 " Strictly true."

- N° 277. Mohammed Muffah.
 N° 278. Sujed Roostum Ally.
 N° 279. Ghwolaun Mostapha.
 N° 280. Rohullah.
 N° 281. Sujed Noor Ally.
 N° 282. Murza Fuzl Ally.
 N° 283. Mohammed Roushun.
 N° 284. Loll Mohammed.
 N° 285. Sief Ally.
 N° 286. Mohib Ally.
 N° 287. Sheikh Khier ullah.
 N° 288. Mohummud Shurruff.
 Under this Seal is written,
 “ Strictly true.”
 N° 289. Futteh Oolah.
 N° 290. Meer Waueyz Ally.
 Under this Seal is written,
 “ In the Protection of the People, and in the Conduct that becomes a Chief, he
 “ was without an Equal.”
 N° 291. Sheikh Jummun.
 N° 292. Abdahoo Mohummud Ashoor.
 N° 293. Mohummud Khier ullah.
 N° 294. Mohummud Reza.
 N° 295. Abdahoo Mohummud Nizam.
 N° 296. Sheikh Nuffer ullah.
 N° 297. Peer Mohammed.
 Under this Seal is written,
 “ Strictly true.”
 N° 298. Kauzim Hofein.
 Under this Seal is written,
 “ Palpably true.”
 N° 299. Meer Umjud Hofein.
 N° 300. Sujed Shums u Deen Hofein.
 N° 301. Mohammed Tahir.
 N° 302. Zulfehaur Ally.
 N° 303. Sujed Futteh Ally.
 N° 304. Ghwolaum Ally.
 Under this Seal is written,
 “ Notoriously true.”
 N° 305. Sufder Ally.
 N° 306. Sheikh Abdoolah.
 Under this Seal is written,
 “ Notoriously true.”
 N° 307. Meer Ahmud Hofein.
 N° 308. Meer Hofein.
 N° 309. Fehaum u Deen Mohammed, the Moonshy of the Customs at Azemabad.
 N° 310. Sulleem u Dein Hofeing.
 N° 311. Mohammed Fyawz.
 N° 312. Khier Ullah.
 N° 313. Mohammed Jammaul ul Huck.
 N° 314. Mohammed Khulleel.
 N° 315. Abdub Jullul.
 N° 316. Ghwolaum Ally.
 N° 317. Meer Ghwolaum Ally.
 N° 318. Sujed Hamid Jeely.
 N° 319. Sujed Khulleel.
 N° 320. Nujeeb Ullah.
 N° 321. Sujed Rizvaun Ally.
 N° 322. Wauhed Ally.
 N° 323. Ghwolaum Mortizah.
 Under this Seal is written,
 “ In his good Conduct, and perfect Wisdom, Mr. Hastings Behadre was in Truth
 “ worthy of Government.”
 N° 324. Peer Mahommed.
 N° 325. Ghwolaum Abdul Kader.
 Under this Seal is written,
 “ He was indeed a Man of Truth and Justice.”

- N° 326. Ghreeb Ullah Hosciny.
 N° 327. Sujed Hidauejet ullah.
 Under this Seal is written,
 " Notoriously true."
 N° 328. Khaueh Ghwolaum Hafis Kauderry ul Hosciny.
 N° 329. BundeH Durgah Mussy ullah.
 N° 330. Ruffeesh u Deen Mohummed.
 N° 331. Shah Mohumed Jaffer Ally.
 Under this Seal is written,
 " Notoriously true."
 N° 332. Mohummed Meyhdy.
 Under this Seal is written,
 " Notoriously true."
 N° 333. Ameen ullah Hosciny.
 N° 334. Fakeer Haddy Ally.
 N° 335. Sheikh Kudrut ullah.
 N° 336. Fukkeer Durgah Nubby Mohummed Mussy.
 N° 337. Roushun Ally.
 Under this Seal is written,
 " Mr. Hastings Behadre was in Truth a Man of Justice, and a Protector of the
 " People."
 N° 338. Hubbeek ullah.
 N° 339. Shah Ghwolaum Hosciny.
 N° 340. Shah Meer Ally.
 N° 341. Noor U Dein Ally.
 N° 342. Mohummed Azeem Hosciny.
 N° 343. Fussy ullah.
 N° 344. Sujed Imaum Boksh.
 N° 345. Mohummed Ally.
 N° 346. Kulb Ally Ruzwy.
 Under this Seal is written,
 " In this, there is no Doubt."
 N° 347. Sujed Ghwolaum Hussun.
 Under this Seal is written,
 " In this, there is no Doubt."
 N° 348. Sujed Fuz Ally.
 Under this Seal is written,
 " He was a just Man."
 N° 349. Mohummed Illahy Boksh.
 Under this Seal is written,
 " In this there is no Doubt."
 N° 350. Shah Meer Ally.
 N° 351. Innaut ullah Hosciny.
 N° 352. Alabdul Moosnib Mohummed Jaffer.
 Under this Seal is written,
 " We People are entirely satisfied with, and thankful to Mr. Hastings, for his
 " Justice and Protection of the People."
 N° 353. Mohummed Farook.
 Under this Seal is written,
 " The Nephew of Choudry Abdul Ruffool, the Choudry of Azemabad."
 N° 354. Sujed Ally.
 N° 355. Mohummed Auriff.
 N° 356. Hajee Mohummed Khayim.
 Under this Seal is written,
 " Of the Justice and Equity of Mr. Hastings there is no Doubt."
 N° 357. Abdahoo Mohummed Mullich.
 Under this Seal is written,
 " We are greatly satisfied with, and thankful to Mr. Hastings, for his Justice,
 " his Munificence to the Poor, and his Protection of the People."
 N° 358. Mohummed Mehdy.
 Under this Seal is written,
 " There is no Doubt or Question that Mr. Hastings was just; that he supported
 " the Needy, and that he protected the People: We were satisfied and thank-
 " ful."
 N° 359. Mohummed Moneer Kedwanjee.
 N° 360. Mofauhib Ally.
 N° 361. Mohummed Ally Kedwanjee.

- N^o 362. Mohummed Ally Kedwanigee.
 N^o 363. Meer Ghwolaum Hafein Mahummuddy.
 N^o 364. Iflickhaur Beig.
 N^o 365. Atghur Hafein Hafeiny.
 Under this Seal is written,
 " This is notoriously true."
 N^o 366. Meer Ghwolaum Shurruf.
 Under this Seal is written,
 " I never heard or saw that Mr. Hastings was guilty of Injustice to any Man."
 N^o 367. Ghwolaum Mustopha.
 N^o 368. Laul Mahummed.
 N^o 369. Rockun Ally Hafeiny.
 Under this Seal is written,
 " In Truth, he was unequalled for the Protection of the People : Whoever pe-
 " titioned him obtained his Desire."
 N^o 370. Ummeer u Deen Hafein.
 Under this Seal is written,
 " Mr. Hastings was a Man of Understanding."
 N^o 371. Mohummed Abid.
 Under this Seal is written,
 " Mr. Hastings Behadre was, in the Protection of the People, and in the Im-
 " provement of the Country, a Ruler without an Equal : During the Time of
 " that Gentleman's Government I was pleased and happy."
 N^o 372. Meer Inaut Ullah Hummundauny ut Hafeiny.
 Under this Seal is written,
 " Mr. Hastings was in Justice without a Second."
 N^o 373. Ghwolaum Ally.
 Under this Seal is written,
 " This is notoriously true."
 N^o 374. Sujed Hummedauny Mohummudy ut Hafeiny.
 Under this Seal is written,
 " We were greatly pleased and satisfied with Mr. Hastings for his Justice and for
 " his Protection of the People."
 N^o 375. Sheikh Abdallah Monevre.
 " Mr. Hastings Behadre was a just Man, and a Protector of the People, so that in
 " his Time no Hardship was experienced."
 N^o 376. Sheikh Barrullah Moneyry.
 " Mr. Hastings Behadre, in the Throne of Justice and of Protection to the People,
 " was such a Man, that he has no Second."
 N^o 377. Mohummed Sir Bolond.
 Under this Seal is written,
 " It is notoriously true."
 N^o 379. Sujed Burkut ullah.
 Under this Seal is written,
 " I call God to witness, that all Men were satisfied and happy during the Admi-
 " nistration of Mr. Hastings, and that no Man suffered any Hardships."
 N^o 380. Musfeeh ullah.
 N^o 381. Meer Futteh Ally.
 N^o 382. Meer Aha Ally Hafeiny.
 Under this Seal is written,
 " From the Commencement of the English Company's Government, a Man so
 " just as Mr. Hastings has not come to this Country."
 N^o 383. Sujed Mohummuddy.
 N^o 384. Sujed Boorkann Ally.
 N^o 385. Abdoolah.
 N^o 386. Sujed Musfeeh u Deen Hafein.
 Under this Seal is written,
 " It is notoriously true."
 N^o 387. Shums u Deen.
 N^o 388. Ahmed Ally.
 N^o 389. Husby ullah.
 Under this Seal is written,
 " I am a Witness to the Truth of this."
 N^o 390. Meerza Lutf Ally Beig, bears Testimony.
 N^o 391. Sheikh Ghwolaum Mortiza, bears Testimony.
 N^o 392. Sheikh Boodun, bears Testimony.
 N^o 393. Meerza Bogul Beig, bears Testimony.

- N° 394. Mortiza Kooly Beig, bears Testimony.
 N° 395. Chumroo Khaun.
 Under this Seal is written,
 " He was a Protector of the People, and a Dispenser of Justice."
 N° 396. Ghwolaum Mohummed.
 Under this Seal is written,
 " I bear Testimony to the Truth of this."
 N° 397. Eefo of Reza.
 Under this Seal is written,
 " He was a Protector of the Poor, and a Dispenser of Justice to the People."
 N° 398. Nussur ullah.
 N° 399. Ghwolaum Hofein.
 Under this Seal is written,
 " It is notoriously true."
 N° 400. Sheikh Mohummud Mah.
 N° 401. Yah Hofein.
 N° 402. Sujed Mohib Ally Hofeiny.
 N° 403. Shums u Deen Ally.
 N° 404. Sujed Inaun ullah Hofeiny.
 N° 405. Sufdur Ally.
 Under this Seal is written,
 " It is notoriously true."
 N° 406. Sujed Rehmut ullah.
 Under this Seal is written,
 " In this there is no Doubt."
 N° 407. Durveish Ally.
 Under this Seal is written,
 " Warren Hastings Behadre was famous for the Dispensation of Justice, and the
 " Protection of the People. We, during the Period of his Government, were
 " satisfied, thankful, and at Ease."
 N° 408. Ghwolaum Mussceh u Deen.
 N° 409. Ghwolaum Mohummed.
 N° 410. Sujed Mohib Ally Hofeiny.
 N° 411. Sheikh Ghwolaum Mohy u Deen.
 N° 412. Abdahoo Burkut ullah.
 N° 413. Wauris Ally.
 Under this Seal is written,
 " In this there is no Deception.—I am a Rozenchdaur in the Sircar of Shaha-
 " bad."
 N° 414. Sheikh Kurreem ullah.
 N° 415. Kaumil Ally Wully.
 N° 416. Sujed Nuzur Ally.
 Under this Seal is written,
 " The Contents are notoriously true."
 N° 417. Shah Fuzl Ally.
 N° 418. Bundeh Durgahy.
 Under this Seal is written,
 " It is notoriously true.—I am the Naib Khaunfamann of the Nizamut in the
 " Soubah of Bahar."
 N° 419. Khaueh Jummaul, the Son of Hofein Boksh.
 N° 420. Sujed Mahummed Assem.
 Under this Seal is written,
 " The Justice of Mr. Hastings Behadre, and Protection of the Poor, are as clear
 " as the Sun."
 N° 421. Shah Meer Butchoo.
 Under this Seal is written,
 " As a just Man he was without his like."
 N° 422. Durveish Ally.
 Under this Seal is written,
 " I am Manager of Affairs for the Family of Meer Mohummud Humaum, who
 " was the Son of Meer Mohummud Imaum Behary."
 N° 423. Mohummud Ally.
 N° 424. Doga Ullah.
 N° 425. Dams Ally.
 Under this Seal is written,
 " It is true, that Mr. Hastings Behadre was fit for Government, and for the Dis-
 " pensation of Justice.—We were satisfied with and thankful to him."
 N° 426.

N° 426. Meer Shurruff u Deen Hosciny.

Under this Seal is written,

" I, Meer Shuruff u Deen, am the Brother of Meer Afzul, the Uncle of Meer
" Ashruff, an Inhabitant of Patna, and a Dependant of the English Company
" Behadre. From the Justice of Mr. Hastings, his Protection of the People,
" and his excellent Conduct towards them, the People of other Countries de-
" fired, as for Example, those of Cashmeer lift up their Hands in Prayer that
" God would make the English Government the Lot of their Country.—Many
" People delivered Petitions to him."

N° 427. Sujed Nujjef.

N° 428. Sujed Waurzullah Hosciny.

Under this Seal is written,

" The Son of Meer Noor u Deen, deceased.—I swear by the God of Kauba, that
" during the Time of Mr. Hastings I never suffered any Hardship."

N° 429. Nuffur ullah.

Under this Seal is written,

" It is true."

N° 430. Mohummed Ally.

N° 431. Meer Noor ullah.

Under this Seal is written,

" It is true."

N° 432. Khaujeh Mohummed Muhfoot.

Under this Seal is written,

" It is notoriously true.

" There is no Doubt or Question.—The Gomaitah of Khaujeh Summy."

N° 433. Niffaur Ally.

Under this Seal is written,

" It is notoriously true."

N° 434. Ruffee u Deen Hosciny.

Under this Seal is written,

" In this there is no Deception."

N° 435. Loll Mohummed.

N° 436. Ghowlaum Ghous.

N° 437. Bundeh Durgah Ghwolaum Kutteb.

N° 438. Behadre Ally.

Under this Seal is written,

" It is strictly true."

N° 439. Abdahoo Mohummed Rumzanny.

N° 440. Mohummed Rousham.

Under this Seal is written,

" Mr. Hastings was a just and equitable Man."

N° 441. Sheikh Tauj u Deen.

Under this Seal is written,

" It is strictly true that Mr. Hastings was a Man of Justice, and that I am greatly
" distressed by his Departure."

N° 442. Meer Sujed Ally.

Under this Seal is written,

" Mr. Hastings Behadre, in the Business of protecting the People, was a Ruler
" without an Equal."

N° 443. Khajeh Nyam ullah.

" Without Doubt or Question he was a Man of Justice."

N° 444. Tahir Ally.

Rajahs and Roys, and Zemeendars and Civil Officers, and other Persons of Rank, being Hindoos.

N° 445. Intizaun ul Molk Maha Rajah Kullean Sing Behadre Tehhoover Jung.

N° 446. Rajah Bowanny Sing Behadre.

N° 447. Roy Bunwaury Loll.

Under this Seal is written,

" I am the Nephew of Maha Rajah Ram Narain Behadre, and of the ~~Maha Rajah~~
" Deerey Narain Behadre, Subahdars of the Soubah of Bahar. From the noble
" Generosity and the Princely Munificence of the Governor Mr. Hastings
" Behadre, I with great Gratitude continued in the Management of the Affairs
" of my said Two honoured Relations, and in the Administration of Patna."

- N° 448. Rajah Buffunt Ram.
Under this Seal is written,
" The Manager and Representative, on the Part of Maha Rajah Narrain Behadre,
" the Sobehdar of the Sobeh of Azemabad, commonly called The Sobeh of
" Bahar, am very greatly satisfied with, and thankful to Mr. Hastings for his
" good Conduct."
- N° 449. Roy Sook Loll.
Under this Seal is written,
" The Nephew of Maha Rajah Ramnarain Behadre, deceased, the Soubahdar of
" the Soubah of Azemabad, commonly called The Soubah of Bahar."
- N° 450. Gunga Perfaud.
Under this Seal is written,
" The Seal of the Brother of Rajah Buffunt Roy."
- N° 451. Hurry Sing.
Under this Seal is written,
" A Relation of the Rajah Buffunt Ram Saheb."
- N° 452. Zorauwur Sing.
Under this Seal is written,
" A Relation of the Rajah Buffunt Ram Saheb."
- N° 453. Sing.
Under this Seal is written,
" The Son-in-Law of Roy Mohun Loll."
- N° 454. Himmur Behadre.
" The Grandson of Rajah Moorly Dhur."
- N° 455. Baboo Loll Sing Behadre.
Under this Seal is written,
" I the Well-wisher of the Company, am the Nephew of Rajah Moorley Dhur,
" the ancient Hircarrah of the Soubah of Azemabad."
- N° 456. Shittaub Roy.
Under this Seal is written,
" The hereditary Dewan of the Maha Rajah Druj Narrain Behadre, Soubahdar of
" Azemabad."
- N° 457. Purfud Roy.
N° 458. Roy Ram Sahoy.
Under this Seal is written,
" The Son of Rajah Noubur Roy, deceased, the Soubahdar of the Soubah of Bahar,
" commonly called Azemabad."
- N° 459. Nadir Boksh Choudry.
Under this Seal is written,
" A Chowdry of Azemabad."
- N° 460. Denanaut.
Under this Seal is written,
" Deenanaut, the Vakeel of Maha Rajah Ruttun Behadre Shah, the Rajah of Nceepaul."
- N° 461. Surrup Narain.
Under this Seal is written,
" The Signature and Seal of Baboo Surup Narain Sing, Choudry of Sircar Sarung,
" in the Sobeh of Bahar."
- N° 462. Roy Bowany Sahoy.
Under this Seal is written,
" In this there is no Deception."
- N° 463. Rajah Beer Koonwur Sing.
Under this Seal is written,
" Rajah Beer Koonwur Sing, the Rajah of Sircar Chicumpaurun, in the Soubah of
" Bahar."
- N° 464. Surrupjeet Sing.
Under this Seal is written,
" The Signature and Seal of Surrupjeet Sing, the Choudry of the Purgunnah of
" Surrisah, in the Sircar of Hajee Poor, in the Soubah of Bahar."
- N° 465. Rajah Bikhramajeet Sing.
Under this Seal is written,
" The Signature of the Rajah of Sircar Shuwabad, in the Soubah of Bahar."
- N° 466. Pishun Naut Roy.
N° 467. Mahrab Roy.
N° 468. Dham Roy.
N° 469. Roy Ram Churn.
N° 470. Archunt Roy.
Under this Seal is written,
" It is strictly true that Mr. Hastings was a just Man, and a Protector of the
" People."

- N^o 471. Nowbut Roy.
Under this Seal is written,
" I Noubut Roy, the Vakeel of Sujed Ghwolaun Hosein Khaun Behadre, know
" that there is no Doubt or Question as to the Justice of Mr. Hastings, his Pro-
" tection of the People, or his Humanity to all Mankind. My Constituent with
" a thousand Tongues bestows Praises on the Government of Mr. Hastings, and
" his Protection of the People. My Constituent is entirely satisfied with Mr.
" Hastings, and prays for his Welfare. My Constituent is now residing at Ho-
" senabad, the Place of his Ultumghaw; were he here, his Seal would be
" affixed to this Paper."
- N^o 472. Hirdéal Dofs.
Under his Seal is written,
" Hirdeall Dofs, Owner of the Village Ahooneh, in the Pergunnah of Beewung.—
" Mr. Hastings's Service of the Country, his Protection of the People, and his
" Endowments as a Ruler, are well known."
- N^o 473. Jey Perfaud.
Under this Seal is written,
" Jey Perfaud, the humblest of God's Servants, am the Owner of the Village of
" Pryjooneh, in the Purgunnah of Ghyaug Poor.—It is clearer than the Sun
" that all Men were satisfied and thankful during Mr. Hastings's Administra-
" tion, and I above all Men."
- N^o 474. Maha Rajah Adout Chund.
N^o 475. Juggernaut Sahoy Bohore Sing Roy.
Under this Seal is written,
" It is palpably true that no Man can be offended with a Person of so much Justice."
- N^o 476. The Signature of Choudry Behary Loll, of the Purgunnah of Haveyley Azeemabad.
" During the Administration of Mr. Hastings, we were satisfied and happy."
- N^o 477. Asaulet Roy.
Under this Seal is written,
" The Seal of the Son of the Rajah Sadooram.—Mr. Hastings was a just Man
" and a Protector of the People."
- N^o 478. Mahtaub Roy.
Under this Seal is written,
" It is notoriously true."
- N^o 479. Cheit Roy Tehwuckooly.
Under this Seal is written,
" Surristehdaur of the Pay Office and of the Intelligence Offices of the Soubah of
" Bahar.—What is written in the Body of this Paper is true."
- N^o 480. Sullaumut Roy Tehwuckooly.
N^o 481. Munlook Roy.
N^o 482. Chein Sing.
Under this Seal is written,
" Chein Sing, the Gomastah of the Choudry of Haveyley Azeemabad, bears
" Testimony."
- N^o 483. Narain Sing Keyry Waulch.
N^o 484. Doorga Sahoy Heereeh Loll.
Under this Seal is written,
" The hereditary Mohsuddy of the Dewry of the Sircar of Mahah Rajah Ram
" Narain Behadre."
- N^o 485. Hunnomaun Sahoy Bukhtawur Sing.
Under this Seal is written,
" The Vakeel of Rajah Buffunt Ram Sahib."
- N^o 486. Moujy Loll.
Under this Seal is written,
" A Servant of the Rajah Buffunt Ram Sahib."
- N^o 487. Shew Perfaud.
Under this Seal is written,
" Sheo Perfaud, a Mohhsuddy of the Nawob Mehdy Ally Khaun Behadre, the
" Naib of the Soubah of Azeemabad."
- N^o 488. Jungy Loll.
Under this Seal is written,
" Jungy Loll, the hereditary Moonshy for the Nizamut of the Soubah of Bahar."
- N^o 489. Hurdiaul Sing.
N^o 490. Muddun Gopaul Keidhoo Loll.
Under this Seal is written,
" An Inhabitant of Patna, and the Naib of the Vakeel of the Dutch Factory."
- N^o 491. Hunfray.
Under this Seal is written,
" An Inhabitant of Patna, and the Vakeel of the Dutch Factory."

- N^o 492. Surdaur Sing.
Under this Seal is written,
"The Seal of the Moonshy of the Custom House at Patna."
- N^o 493. Hur Churn.
- N^o 494. Auliy Ram Loll.
Under this Seal is written,
"The Vakeel of Baboo Surrupnarrain Sing."
- N^o 495. Khooshall Ram.
- N^o 496. Chein Loll.
- N^o 497. Jou Loll.
Under this Seal is written,
"The Seal of Jou Loll, the Motefuddy of Rajah Bickra Majeit Sing, the Rajah
"of Shawabad."
- N^o 498. Oomrou Sing.
Under this Seal is written,
"A Writer of the Custom House."
- N^o 499. Jey Gopaul Sing.
Under this Seal is written,
"The Son of Lalla Bishurn Sing.—Whatever is written in the Body of this Paper,
"is free from all Doubt."
- N^o 500. Mendoo Loll.
Under this Seal is written,
"The Nephew of Lala Huns Ranj, the Vakeel of the Dutch Factory, and
"Inhabitant of Patna."
- N^o 501. Gunga Ram.
Under this Seal is written,
"In this there is no Deception."
- N^o 502. Birj Behary.
- N^o 503. Hirdew Roy.
- N^o 504. Buffawunt Loll,
"The Son of Moonshy Roonwaur Sing, dece^d."
"It is notoriously true."
- N^o 505. Seinaput Buffunt Ram.
- N^o 506. Luchmy Narrain.
- N^o 507. Rada Kishun.
- N^o 508. Abdahoo Buktawaur Sing.
- N^o 509. Itcha Sing.
- N^o 510. Oomrow Sing.
- N^o 511. Chuny Loll.
- N^o 512. Sheo Sahoy Goer Dial.
- N^o 513. Jugger Naut.
- N^o 514. Boot Kishurn.
- N^o 515. Bufty Ram.
- N^o 516. Behadre Sing.
- N^o 517. Naunuck Goroo Shahoy Bifshun Sing.
- N^o 518. Derk Paul.
- N^o 519. Himmur Sing.
Under this Seal is written,
"In upright Councils and in perfect Wisdom Mr. Hastings was in Truth a Man
"of Justice, and a Protector of the People."
- N^o 520. Ram Diaul Sing, the Uncle of Sadoo Ram.
- N^o 521. Nubkishore, the Son of Peim Chund.
"It is notoriously true."
- N^o 522. Caufy Naut.
- N^o 523. Sheywuck Ram.
- N^o 524. Madhoo Surrun Roy.
Under this Seal is written,
"He was a just Man."
- N^o 525. Ram Persaud Roy.
Under this Seal is written,
"Mr. Hastings was a Gift of God in his Mercy to Mankind.—I suffered no
"Hardship."
- N^o 526. Ram Chund Sahoy Gopaul Chund.
- N^o 527. Munneer Sing bears Testimony, without Doubt or Question he was a just Man.
- N^o 528. Kishurn Sahoy.
Under this Seal is written,
"It is notoriously true."

- N° 529. Gowry Sunker Sahoy.
 N° 530. Juggernaut.
 N° 531. Goor Govind Sahoy Goorperfaud Sing.
 Under this Seal is written,
 “ It is notoriously true.”
 N° 532. Jaggernaut.
 N° 533. Joomuck Loll.
 N° 534. Sey Loll Goor Sahoy.
 N° 535. Jeywahir Mull.
 “ It is notoriously true.”
 N° 536. Ram Sing.
 N° 537. Beneram.
 Under this Seal is written,
 “ It is strictly true, Mr. Hastings was a just Man, and the People are greatly
 “ concerned at his Departure.”

BANKERS and MERCHANTS.

- N° 538. Ram Chund Ager Waulah.
 N° 539. Caun Chund Ager Waulah.
 N° 540. Bughwaun Dofs, Jeweller.
 N° 541. Jey Chund.
 N° 542. Gunsaum Dofs and Bishun Dofs, Chief of the Druggists.
 N° 543. Peya Dofs.
 N° 544. Hur Shewuck Ager Waullah.
 N° 545. Tehjoo Sah.
 N° 546. Dhomy Sah, Jeweller.
 N° 547. Mooda, the Choudry of the Shroffs.
 N° 548. Baboo Sah.
 N° 549. Mooty Loll.
 Under this Seal is written.
 “ Mooty Loll, the hereditary Treasurer of the Soubh of Bahar.—Whatever is
 “ written in the Persian Character in this Paper is true.”
 N° 550. Sukty Ram and Nuffy Chund.
 N° 551. Bowany Dofs.
 N° 552. Coshall Chund Choudrie.
 N° 553. Munnoo Sing, the Gomastah of the Chowdry of the Cloth Merchants.
 N° 554. Bughut Ram, and Bowany Dofs.
 N° 555. Bowanny Dofs, and Gunneis Dofs.
 N° 556. Bolonaut Ager Wauleh.
 N° 557. Golaub Roy and Cassinaut.
 N° 558. Gewaul Dofs and Chutter Bose Dofs.
 N° 559. Sunboonaut.
 N° 560. Kithurn Dofs.
 N° 561. Kookum Chund, Jeweller.
 N° 562. Jewun Chund, Jeweller.
 N° 563. Mooty Sahoo, Jeweller.
 N° 564. Hurry Sing Ager Walauh.
 N° 565. Neik Mull.
 N° 566. Heem Raj and Maunick Chund.
 N° 567. Bolonaut and Sham Loll, and Munfooram.
 N° 568. Chummum Loll, and Kithurn Dofs.
 N° 569. Kishun Ram, and Bowanny Perfaud.
 N° 570. Surubsoop, and Incharam.
 N° 571. Nunperfaud.
 N° 572. Tirbowun Dofs.
 N° 573. Bussunt Ram.
 N° 574. Praan Sook.
 N° 575. Bolonaut.
 N° 576. Ruttun Chund.
 N° 577. Jey Kishun Dofs.
 N° 578. Hutteh Chund.
 N° 579. Ram Kishun.
 N° 580. Noul Chund.
 N° 581. Hurry Maun.
 N° 582. Mahrah Choudry, by the Pen of Bekauye Choudry.
 N° 583. Bolonaut.

- N^o 584. Dodun Choudry, by the Pen of Kewul.
 N^o 585. Gocul Chund Cloth.
 N^o 586. Jewun Dofs, Cloth Merchant.
 N^o 587. Meetoo Loll Ager Waleh.
 N^o 588. Loll Jee Paundy.
 N^o 589. Bishun Naut.
 N^o 590. Sah Mul.
 N^o 591. Jey Kishun Dofs.
 N^o 592. Ram Persaud.
 N^o 593. Soom Chund.
 N^o 594. Bowanny Dofs.
 N^o 595. Putney Mull.
 N^o 596. Sohun Mull, Cloth Merchant.
 N^o 597. Dewarkaw Dofs.
 N^o 598. Burrull, Cloth Merchant.
 N^o 599. Suddaunund Misser, Cloth Merchant.
 N^o 600. Mohtraw Dofs, Cloth Merchant.
 N^o 601. Ram Sahoy, Cloth Merchant.
 N^o 602. Bijenaut.
 N^o 603. Doomun Sing, Cloth Merchant.
 N^o 604. Cheh Coury Mull.
 N^o 605. Cholaufy Mull.
 N^o 606. Sheik Shoker ullah.
 N^o 607. Setaram.
 N^o 608. Nundram, Cloth Merchant.
 N^o 609. Fukkeer Chund.
 N^o 610. Chuny Loll.
 N^o 611. Loll Jee, Cloth Merchant.

Besides the above, there are a few Seals which are neither numbered or translated, the Impression being illegible.

A true Translation.

(Signed)

G. F. C H E R R Y.

D. P. T.,

True Copies.

E. Hay,

Secr^y to the Govt.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

In my Letter of Yesterday's Date, accompanying further Addressee relative to Mr. Hastings, in order to preserve the List of them regular, I inserted under the Letter Z. an Address from the Inhabitants of Patna, with Translation, which was not completed, the Names to it not being made into English.—The Translation of them is now in Hand; but from the Number, and confused Order of the Seals and Signatures annexed to it, I shall not be able to prepare it to fill the Place allotted for it in the above-mentioned Letter, to go by the Packet of the William Pitt; I therefore request you will annex this Letter to that of Yesterday's Date, in order to explain the Cause that the Patna Address does not accompany according to the List, and that it may be deferred until the next Dispatch to England.

Calcutta,
5th Nov^r 1788.

I am, Sir,
Your obedient Servant,

G. F. C H E R R Y,

D. P. Trans^r.

N^o 17. Copy Letter from the Collector of Dinagepore, dated 13th October; with a Translation of a Persian Paper transmitted by him.

Edward Hay, Esquire, Secretary to the Government.

Sir,

At the Request of the Vakeel of the Zemindars and Talookdars in this District, I transmit you the accompanying Persian Paper, containing Testimonies relative to Mr. Hastings.

Dinagepore,
October 13th, 1788.

I am, Sir,
Your most obedient humble Servant,

(Signed)

G. H A T C H,

Coll^r Dinagepore.

A true Copy.

E. Hay, Sec^y to the Govt.

27 K

Paper

Paper transmitted by the Collector of Dinagepore : Received 19th October 1788, and translated, pursuant to an Order from the Governor General in Council, dated 27th April 1788.

We, the Zemindars, Chowdries, and Talookdars of Pergunnah Selberres, &c. Districts appertaining to the Zillah of Dinagepore, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country ;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings ; possessed of great Abilities and Understanding ; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud ; and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never, having felt Hardships from him, nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it ; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, nor allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all ; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror ; he tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice ; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Signatures to this Address.

Golaum Sultaun Hossieny, Zemindar of 8 Annas Division of Pergunnah Selberres.
 Seidzeal ul Dien, Zemindar of 8 Annas Division of Pergunnah Selberres ; and,
 Seed Akbar Hossien Hossieny Kishennarain, Zemindar of Pergunnah Barrickpore.
 Gowry Persaud Roy, Zemindar of Pergunnah Kabelpore.
 Cossinaut, Zemindar of 2 Annas Division of Pergunnah Bepuckpore.
 Gunga Luckinarian Serma, Talookdar of 8 Annas Division of Terriff Kurrye.
 Gopaul Kishw'r Suma, Talookdar of 8 Annas Division of Terriff Gurry.
 Seid Mahomed Hossien, Grandson of Sied Abou Torab, of Terriff Bahar.
 Hurram Serma, Talookdar of 12 Annas Division of Terriff Ihakur ; and
 Seam Kishur Serma, Nephew of the above, Talookdar of 5 Annas Division.
 Rooderram Serma, Talookdar of 4 Annas Division of Ihakur.
 Assud Zemaun Hossieny, Talookdar of Terriff Bawgunge.
 Sied Rumer ul Dien, Grandson of Sied Nujub, Talookdar of Terriff.
 Collea Persaud Serma, Talookdar of Kismut Selberres, and Colly Chunder Serma.
 Radachurn Dofs, and Gopichurn Dofs, Sied Akel, and Sied Imaun Bukst, Talookdar of Terriff Kishenpoor.
 Rada Kishen Serma, Talookdar of Terriff Bogola, and Colly Caunt Serma.
 Ragoo Ramisser Chowdry, Talookdar of Terriff Broho Burrutpoor.
 Hurkishwur Dofs, Caussinaut Dofs, and Pretain Dofs Dullol.
 Govind Ghose, Talookdar of Terriff Putaubpore.
 Rooder Caunt Roy, Zemindar of Pergunnah Choungue.
 Ojodea Ram Serma, Brother of Ramsunker Serma, Chowdry of Kismut, of Pergunnah Chorane.
 Sree Ram, Chowdry of Pergunnah Dattia, and Gerry Sussidhur Chowdry.
 Collea Persaud Roy, Chowdry of Duttia, Jahangeerpore, and Luckiram Chowdry.
 Bridge Dollol Ghose, of Kismut Pergunnah Barrackpoor.
 Mahomed Hossien Chowdry, and Naundhur Cawn Chowdry, of Kismut Pergunnah Barrickpore.
 Shed Churn Chowdry, and Ragoonaut Chowdry, of Kismut Pergunnahs Barrickpore.
 Nund Kishw'r Chowdry, and Ram Caunt Chowdry, of Kismut Pergunnah Barrickpoor.
 Jynarain Serma, and Kishen Serma, of Kismut Pergunnah Barrickpoor.
 Chundernarain Sing, and Colla Clawng Sing of Hurpertaub, of Kismut Pergunnah Barrickpoor.

A true Copy.

E. Hay,

Secr^y to the Gov^t.

(Signed)

A true Translation.

G. F. CHERRY,

D. P. Tr.

N^o 18. Translations of the Persian Addresses from the Rajah of Burdwan, and Zemindars of the 24 Pergunnahs, and from Pundits of the 24 Pergunnahs, presented by their Vackeels.

ff.

Paper delivered by the Vakeel on the Part of the Rajah of Burdwan, and the Zemindars of the 24 Pergunnahs, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Petition, under the Signature of Rajah Mullic, Vakeel, on the Part of the Rajah of Burdwan, Radachurn Roy, &c. Zemindar of the 24 Pergunnahs.

The Maha Rajah Dherage Teez Chund Behader, Zemindar of Pergunnah Burdwan, &c. has transmitted an Address relative to Mr Hastings, under his own Seal, and the Signatures in Bengalese of 157 Zemindars in the 24 Pergunnahs, with a Copy thereof, authenticated by the Cauzy; and another Address from the Pundits of the 24 Pergunnahs, written in the Shansecrit Language, with a Persian Translation of it, in order that they may be sent to Europe; and hopes that your Lordship will be pleased to order them to be translated, and transmit the Original and Translation to England.

A true Translation.

(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,

Sec^y to the Fort.

ff.

Under the Seal of Maha Rajah Dherage Teezhund Behader, Zemindar of Pergunnah Burdwan, &c. and the Signatures of the Choudries and Talookdars of the 24 Pergunnahs, as under written.

We, who are the Zemindars of Pergunnah Burdwan, &c. and the Choudries and Talookdars of the 24 Pergunnahs, as the Inhabitants residing in the Country appertaining to the Company's Dewanny, whereof the Hindoo Religion, or Followers of Mahomed, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country: Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praiseworthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and, by representing Facts, remove the Doubts that have possessed the Minds of Gentlemen in England: That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The

The Seal of Maha Rajah Dherage Fez Chund Behadre, Zemindar of Burdwan.

The Signatures of the Choudries, &c. of 24 Pergunnahs.

Sunlofe Serma,	Durpnarain Roy,
Nundloll Serma,	Ram Lochun,
Ragobinder Serma,	Sunker Chuckerbutty,
Radachurn Serma,	Rajah Ram Serma,
Collyperfaud Serma,	Seoperfaud Serma,
Ram Ram Serma,	Anunt Ram Roy,
Setaram Serma,	Gopimohun Deb,
Bulbudder Serma,	Ram Sunder Deb,
Kullean Serma,	Hurris Ram Roy,
Monnohur Roy,	Bhowanny Churn Roy,
Ramjewun Roy,	Kewal Ram Roy,
Siam Roy,	Shree Ram Roy,
Joram Roy,	Goury Churn Roy,
Satoo Roy,	Inder Mohun Roy,
Soonarain Roy,	Paurbutty Churn Roy,
Satoo Roy, Ramnarain Roy, and Badachurn	Ragoram Roy,
Roy,	Oby Mohun Dofs,
Nursingded Roy,	Jynarain Dofs,
Ramkishen Roy,	Sellaheddein Mahomed Khan,
Hurnarain Roy,	Beebe Hybe,
Monohur Roy,	Roopnarain Ghose,
Shobaram Dey,	Ramchunder Kurr,
Sunker Mozendar,	Peraun Mozemdar,
Ramjewun Roy,	Ramded Dofs,
Colly Sunker Roy,	Ramsurren Dutt,
Durgaperfaud Roy,	Kerparam Dutt,
Juggul Ram Roy,	Rama Caunt Ghose,
Setaram Roy,	Ramnarain Metre,
Luchmynarain Roy,	Mudhoo Sudan Serma,
Ram Caunt Bose,	Khajah Petroos,
Radakishen Bose,	Kishen Churn,
Rodge Bullub Roy,	Kishended Lusker,
Juggut Ram Roy,	Bulram Roy,
Durpnarain Roy,	Hurchunder Ghose,
Rammohun Roy,	Mudden Metre,
Kishen Kinker Serma,	Nursing Dofs,
Bhowanny Churn Bose,	Rajah Ram Roy, and Ramkishen Roy,
Ram Gopaul Roy,	Kishen Churn Roy,
Deby Bhowanny Bose,	Nund Kisher Serma,
Chundichurn Roy,	Byjoram Chuckerbutty, and Anund Ram
Radachurn Ghose,	Chuckerbutty,
Rambullub Dey,	Odye Narain Roy,
Gopemohun Ghose,	Kishen Ram Roy,
Rajahram Roy,	Monnohur Chuckerbutty,
Gudadhur Chowdry,	Bhoobnesser Metre,
Colly Perfaud Chowdry,	Ragonaut Kurr,
Ram Lochun Chowdry,	Ram Chund Roy,
Ragoram Roy,	Hurry Deb Serma,
Bidda Dhur and Ram Resso Chowdry,	Monnohur Mozemdar,
Modun Mohun Takoor,	Ramdeb Deb,
Ram Chunder Roy,	Ram Kishen Dutt,
Chuckoo Hurr,	Ojoodea Ram Dutt,
Sunker Mozemdar,	Rajah Ram Mozendar,
Mullick Abdul Wahed,	Ram Dutt,
Tilluck Chund Roy,	Faazul Dein,
Manic Chund Roy,	Suntofe Serma,
Ramtunnoo Serma,	Bunwarry,
Ram Ram Takoor,	Juggut Ram Serma,
Bridge Loll,	Ram Bhudder Serma,
Rullicaunt Roy,	Sedesser Serma,
Munnohur Miffer,	Douny Dulloll Serma,
Imaud ul Dien Chowdry,	Ruttneffer Metre,
Ram Ram Chuckerbutty,	Ramdeo Dofs,

Govind Biswas,
 Ramjewun Ghose,
 Gocul Chunder Metre,
 Sundees Sein,
 Chowra Money Dutt,
 Shaw Hossain Ulla,
 Ram Roy, and Ramsurren Roy,
 Kewul Ram Roy,
 Ramkishwur Roy,
 Deby Churn Roy,
 Gocul Chunder Gossain,
 Kishen Chunder Gossain,
 Srada Seam, and Bowanund Mohun Gossain,
 Chunder Seker Metre,
 Nundram Ghose,
 Shobaram Bose,

Hulloo Serma,
 Ram Churn Roy,
 Ramma Caunt Roy,
 Kishen Poddar,
 Loll Beharry Serma,
 Kishen Deb Serma,
 Nubby Caazy,
 Seteram Mozendar,
 Rossamind Holdar,
 Ramanund Serma,
 Ram Ram Serma,
 Sookdeo Serma,
 Nurrender Mustify,
 Ramund Opadea,
 Hurrischunder Deb,
 Gopimohun Deb.

A true Translation.

(Signed) G. F. CHERRY,
 D. P. Tr.

gg.

Address from the Pundits of the 24 Pergunnahs.

Under the Signatures as under written.

Mr. Hastings's Disposition was adorned with the Jewel of Patience, Firmness, Clemency, and Courage, great Complacency and Politeness. He enlightened the World by the Brightness of his Conduct, the Praises of which are sung by all learned Men. The Ministers of England, on the Suspicion that Mr. Hastings took Money by Force and Deceit from the Natives of this Country, and ruined the Country, are displeased with him;—We, Inhabitants of the Country under the Company's Dominions, having heard this, in order to remove this Reflection on him, who administered Justice, and to wipe away the Cloud from the Minds of the People of England, represent the good Conduct he followed:—That in regard to Inhabitants of this Country, of high, middling, and low, all the three Degrees, he maintained them in the enlightening Roads of Religion, and cherished them with Parental Kindness, without Self-Interest. He raised the Credit of Tutors and Students in every Learning, by treating with Respect every Branch according to its Instructions and Science; and from having been long resident in this Country, he was well acquainted with the Nature of the Government of it. During his Administration in this Kingdom, the whole World felt no Uneasiness or Adversity, preserved the beaten Track of their Concerns, and lived in Peace.—This was the Case with every one.

The Signatures to this Address.

Bydonaut Serma, of Munjilpore,
 Bulram Serma,
 Bridge Kishwur Serma, of Barryfa,
 Aununderam Serma, of Barryfa,
 Bhowanny Churn Serma, of Barryfa,
 Ramdololl Serma, of Barryfa,
 Ramlochun Serma, of Barryfa,
 Ramneedy Serma, of Barryfa,
 Cowla Caunt Serma, of Barryfa,
 Sumboonaut Serma,
 Deby Churn Serma,
 Setaram Serma,
 Ramchurn Serma,

Ramrooder Serma,
 Nundkishwur Serma, of Collygaut,
 Rajoram Serma,
 Anuntram Serma, of Munjilpore,
 Ajoodearam Serma,
 Gunganarain Serma,
 Luckenarain Serma,
 Ram Ram Serma,
 Atmaram Serma, of Munjilpore,
 Ramludes Serma, of Munjilpore,
 Collinaut Serma, of Munjilpore,
 Guddadhur Serma, of Fatty Godda.

A true Translation.

(Signed) G. F. CHERRY,
 D. P. Tr.

True Copies.

E. Hay,
 Secy to the Fort.

N° 19. Translations of Persian Addresses from the Rajah of Jeffore, Mahmudshay, &c. from the Zemindar, &c. of that Division, and presented by their Vackeel.

Papers delivered by the Vakeels on the Part of the Zemindar of Pergunnah Jeffore, Mamond Shahy, &c. and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Petition from the Vakeels of the Zemindars of Jeffore and Mahmud Shahy.

An Address relative to Mr. Hastings, under the Signature of Serrikaunt Roy, Zemindar of Pergunnah Jeffore, &c. and one under the Seals and Signatures of the Choudries of Mahmud Shahy, and the Talookdars of Zellah Jeffore, with Copies thereof, having been transmitted to the Presence, we hope that they may be translated by Order of Government, and the Translation and Original forwarded to Europe.

A true Translation.

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.

E. Hay,
Sec^y to the Fort.

Under the Signature of the Serrikaunt Roy, Zemindar of Pergunnah Josephpore, &c.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have always been guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to us all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace: We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation.

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.

E. Hay,
Sec^y to the Fort.

Under the Seals and Signatures of the Zemindars, Chowdries, and Talookdars of the Mahals of Mahmud Shahy and Zellah Jeffore.

We Zemindars, Chowdries, and Talookdars of the Mahals of Mahmud Shahy and Zellah Jeffore, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts

Facts remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to us all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and by his Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Rajah Mohinder Sunker, Zemindar of 12 A' 16 G' Division of Pergunnah Mahomed Shahy, &c.
 Govind Deo, Zemindar of 3 A' 4 G' Division of Pergunnah Mahomed Shahy.
 Selaheddeen Mahomed Khan, Zemindar of Pergunnah Siedpoor.
 Kishen Sing Roy, &c. Chowdries of Pergunnah Hoglah, written by their Vakeel Sermaun Dutt.
 Hurrinarain Gofaul, Talookdar of Chorooba Madodea, written by their Vakeel Datteram Dofs.
 Coffinaut Dutt, Talookdar Pergunnah Sultaunpoor Kunea, written by his Vakeel Ramfunker Bose.
 Kishen Deo Roy, &c. Talookdar of Terf Rajepoor, written by Schefferamdeo Vakeel.
 Delyperfaud Roy, of Pergunnah Ameerabad, written by his Vakeel Ramlochun Metre.
 Punchund Choudry, Ramchum Choudry, and Dergaperfaud Choudry, Talookdar of Kismut Pergunnah Amerpore, written by their Vakeel Rajekishurn Multick.
 Rodge Chund Mustofy and Byjoram Mustofy of Kismut Pergunnah Kooldah, written by their Vakeel Rajekushurn Mullick.
 Bodyepaye Bhyrochund Roy, Talookdar of Kismut Pergunnah Talook, written by his Vakeel Neel Caunt Serma.
 Banisser and Ramsunder Sirma, Chowdries of Kismut Pergunnah Sultaunpoor, written by his Sedushib Sirma Vakeel.
 Bauideo Serma Choudry, &c. of Kismut Pergunnah Sultaunpoor, written by Peraunchund Serma Choudry.
 Sobachund Serma Chowdry of Kismut Pergunnah Myhatty Augurpara, written by Ramshun Serma Vakeel.
 Ramkishen Roy, Choudry of Kismut Pergunnah Serfrajepoor and Vajetpoor, written by Ramshun Vakeel.
 Gunganarrain Roy, Choudry of Kismut Pergunnah Agurpara, &c. written by Rammohun Vakeel.
 Piraun Kinker, Chowdry of Pergunnah Muggypoor.
 Hurnarrain Roy, Choudry of Kismut Pergunnah Augurpore, &c. written by Rammohun Serma Vakeel.
 Sreenaut Roy, Talookdar of Mouza Bhalbarea, &c. written by Rammohun Serma Vakeel.
 Bodyepaye Mohiz Chund Roy, Talookdar of Pergunnah Pyhchatty and Degdauna Hossainpore, written by Cowla Caunt Serma Vakeel.
 Neibkishurn Mustofy and Brindubund Chund Bose, Talookdars of Kismut Pergunnah Hevally Ketjuclabad, written by Ram Chunder Gost Vakeel.
 Puddum Lochun Mustofy, Talookdar of Kismut Pergunnah Jaumeyra, and Govindram Bose, Talookdar of Nitto, written by Rodgender Gost.
 Kisho Roy, Talookdar of Pergunnah Tollibpoor, written by Sedda Seo Metre Vakeel.
 Ram Chund Roy, Talookdar of Pergunnah Tocklapoor, written by Sedda Seo Vakeel.
 Govind Chund Bose, Talookdar of Kismut Pergunnah Havelly, written by Kewalraunchund Vakeel.

- Ram Govind Roy, &c. Chowdries of Pergunnah Havelly Kelphutabab, written by Kewulram Chund Vakeel.
- Bodyepaye Hurchund Roy, Talookdar of Mirzapoor.
- Ram Chund, Chowdry of Mourza Sreenagur, written by Collychurn Serm Vakeel.
- Ramchunder Bidda Luncar, Talookdar of Pergunnah Kilky; Ramjea Roy, Talookdar of Pergunnah Kilky.
- Suntofh Roy, Talookdar of Pergunnah Kilky, written by Ramjea Roy.
- Punchanaud Sein, &c. Talookdars of Mouzah Bungong, &c. written by Baucharam Serma Vakeel.
- Gocul Chund Metre, Talookdar of Kismut Pergunnah Serfrajepore, &c. appertaining to Myhatty, written by Bissenhaut Bofe Vakeel.
- Govind Perfaud, Choudry of Pergunnah Agurpara, written by Gungaram Bofe Vakeel.
- Ram Lochun Ghofe, Talookdar of Kismut Pergunnah Myhatty, written by Bissenram Rucket Vakeel.
- Bhowanny Churn Chowdry, Talookdar of Pergunnah Aumeerpore, written by Schefseramdo Vakeel.
- Ram Ram Roy, Ramnaut Roy, Colly Sunker Roy, and Ramjewan Roy, Talookdars of Kismut Pergunnah Myhatty, written by Bissenram Rucket Vakeel.
- Rajah Ramlochun Roy, written by Ramneedy Bofe, Vakeel of Pergunnah Jahmeera, &c.
- Ramtunneo Dut, Talookdar of Murdydea, written by Ramsunker Bofe Vakeel.
- Ram Chund Bhunge, Talookdar of Pergunnah Bridgepore, written by Gungaram Boffe Vakeel.
- Kishendoo Buttacharjea, Talookdar of Pergunnah Hilky.
- Bhowany Churn, Talookdar of Pergunnah Hilkey.
- Mohunjungul Roy, Talookdar of Pergunnah Hilkey.
- Golucknaut Choudry, of Pergunnah Daumranna Mutofypoor, written by Ramsunder Bofe Vakeel.
- Ram Caunt Bhofe, Talookdar of Pergunnah Nazier Inactpoor, written by Tilluckchund Rada Vakeel.
- Condorp Roy, of Pergunnah Govindpoor, written by Ramdea Vakeel.
- Ramhurry Takoor, Talookdar of Pergunnah Myhatty, written by Bessenram Rucket Vakeel.
- Perfaud Chund Choudry, of Kismut Pergunnah Bhalka, written by Juggernaut Chund Vakeel.
- Ramhurry Bhunge, Talookdar of Kismut Pergunnah Baridpoor.
- Ramanund Roy, Talookdar of Tuppa Bubbea, written by Rajekishurn Choudry.
- Suntofh Roy, Talookdar of Kismut Pergunnah Sultaunpoor, written by Biffonaut Dofe Vakeel.
- Shaam Sunder and Bydonoth Roy, Talookdar of Pergunnah Hilky.
- Gopaul Sing, Talookdar of Pergunnah Hilkey.
- Ramkinker Roy, Talookdar of Pergunnah Hilkey.
- Hurranund Mokerjea, Talookdar of Kismut Pergunnah Bhalka, written by Ramsunder Ghofe Vakeel.
- Govindperfaud Gofr, Talookdar of Mouzah Jameira, &c.
- Manick Roy Serma, Choudry Pergunnah of Juddea and Juggernautpoor, written by Ramkifhurn Serma Vakeel.
- Ram Chunder Serma, Talookdar of Kismut Pergunnah Sedka.
- Chundernarain Serma, Talookdar of Kismut Pergunnah Sedka.
- Kishenjewan Serma, Talookdar of Kismut Pergunnah Sedka.
- Surbanney Debbea, Talookdar of Kismut Pergunnah Sedka.
- Nian Chund Dutt, Talookdar of Kismut Pergunnah Pykehotty, written by Ramlochurn Vakeel.
- Concul Mokey, Zemindar of Kismut Pergunnah Serfrajepoor.
- Hurry Kishen Roy, Zemindar of Kismut Pergunnah Serfrajepoor, written by Devnarain Dutt Vakeel.
- Radanaut Roy, Zemindar of Kismut Pergunnah Serfrajepoor.
- Chunder Money Choudry, Talookdar of Pergunnah Cottalea, written by Rambochun Metre Vakeel.
- Ram Churn Serma, Talookdar of Pergunnah Havelly Shar, written by Biffonaut Bofe Vakeel.
- Jagernaut Bhunge, Collachaun Bhunge, and Ramlochun Bhunge, Talookdars of Kismut Pergunnah Bajedpoor, written by Ramsunder Ghofe Vakeel.
- Mahomed Ameer, Talookdar of Kismut Ruttfofry, Ram Chund Juttoo Opadea, Talookdar of Pergunnah Gheendurpoor, written by Kifhechund Roy Vakeel.
- Seo Bhyroperfaud Roy, Talookdar of Pergunnah Akondar.

Sunkur Ruttun Bose, Talookdar of Cona Gotchy Nymoody, Talookdar of Buffonsy, &c.
and Cowul Serdy, &c.
Perfootum and Akinchund Serma, Talookdar of Rado Cauntpoor, &c. written by
Kirkenarrain Vakeel.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

N^o 20. Translation of a Persian Address from the Rajah of Tannah Bahar, in
Cooch Bahar, presented by his Vackeel.

Paper delivered by the Vackeel on the Part of the Rajah Hurrindernarrain, Rajah of Tannah
Beyhar, &c. in Cooch Beyhar, and translated pursuant to an Order from the Governor General
in Council, dated 27th April 1788.

Under the Seals and Signatures as written.

I Rajah Hurrindernarain, Rajah of Tannah Beyhar, in Cooch Behar, and other Servants and
Dependants on the said Raje, whose Seals are heretunto annexed, have heard that the Gentlemen
in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of
this Place, took our Money by Deceit and Force, and ruined the Country ;—Therefore we, upon
the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in
order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy
Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of
great Abilities and Understanding ; and by representing Facts, remove the Doubts that have pos-
sessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and
Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embez-
zlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period
of his Government no one experienced from him other than Protection and Justice, never having
felt Hardships from him, nor did the Poor ever know the Weight of an oppressive Hand from
him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the
Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never
omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but
always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction,
not allowing a single Person to be overpowered by Despair. He displayed his Friendship and
Kindness to all ; he destroyed the Powers of Enemies and wicked Men by the Strength of his
Terror. He tied the Hands of Tyrants and Oppressors by his Justice ; and by this Conduct he
secured Happiness and Joy to us. He re-established the Foundation of Justice ; and we at all
Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many,
many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with
the Manners and Customs of these Countries, he was always desirous of performing that which
would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the
Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he
treated us with Attention and Respect.—We have represented without Deceit what we have our-
selves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Maha Rajah Hurrinderain.
Maha Ranny, the Mother of Maha Raja Hurrinderain.
Serbanund Gossein, Superintendant of the Raje Moaidnarain Koar.
Nazir Deo Jebundernarain Koar.
Cossinaut Khaushnubbees, the Rajah's Dewan.
Sustidhar Dofs, Vakeel at Calcutta.
Kishen Caugt Buckshy.
Bishenperlaud Ameen.
Jankeram Sirma, Vackeel at Calcutta.

A true Translation.

(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

N^o 21. Translation of a Persian Address from the Ranny of Rajeshahy, and her Son Rajah Ramkissen—presented by her Vackeel.

Paper delivered by the Vakeel on the Part of Maha Ranny Bowanny, and Rajah Ramkissen, her adopted Son, Zemindar of Pergunnah Rajeshahy, &c. and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seals of Maha Ranny Bhowanny, and her adopted Son Rajah Ramkissen, and others, as underwritten.

We, Maha Ranny Bhowanny, Zemindar of Pergunnah Rajeshahy, &c. Rajah Ramkissen, her adopted Son, and the Zemindary Omlah, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charges of Embezzlements and Fraud, and his Heart of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Maha Ranny Bowanny.
Rajah Ramkissen, adopted Son to the above.
Ramkissen, Nien Chunder Serma, Naib of Pergunnah Rajeshahy, &c.
Permanund Dofs, Vakeel of Pergunnah Rajeshahy, &c.
Ram Caunt, Seristadar.

A true Copy.
E. Hay,
Secy to the Fort.

A true Translation.
(Signed) G. F. CHERRY,
D. P. Tr.

N^o 22. Translation of a Persian Address from the Canongoes, Zemindars, &c. of Midnapore, presented by their Vackeel.

r. r.

Paper delivered by the Vakeel, on the Part of the Cannongoes, Zemindars, Chowdries, and Talookdars of Chucla Midnapore, translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seals and Signatures as underwritten.

We, the Cannongoes, Zemindars, Chowdries, and Talookdars of Chucla Midnapoor, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed

pressed us Inhabitants of this Place, took Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all.—He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government, no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us, satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Fact that happened from him.

The Seals and Signatures to this Address.

Ranny Sree Sree Mooty, Zemindar of Pergunnah Midnapore, &c.
 Rajah Sunder Narain, Zemindar of Pergunnah Cossyorra and Shawpore.
 Rajah Bridge Annund.
 Rajah Kishen Bullub.
 Annund Loll Khan, Zemindar of Tuppea Nanajoal.
 Colly Perfaud Chowdry, Groo Churn Roy Seam, Churn Bhowan, and Collooram Bhowan, &c. Talookdars of Pergunnah Summeek.
 Beerperfaud Chowdry, Zemindar of Pergunnah Kedder, &c.
 Manicram Chowdry, &c. Talookdars of Maleapoor.
 Ragonaut Chowdry, and Pertaubnarain, Chowdry of Pergunnah After Barthan.
 Futtechund Chowdry and Manchund, Zemindars and Talookdars of Duttgotta.
 Grooperfaut Maha Patter, Zemindar of Pergunnah Gridnapore.
 Ramnarain Boyean, Zemindar of Pergunnah Gridnapore.
 Nundaram Dutt, Zemindar of Pergunnah Gridnapore.
 Hurrooram Roy, Zemindar of Pergunnah Sutterpore, written by his Naib Lucky Caunt Bose.

A true Translation.

(Signed) G. F. CHERRY,
 D. P. Tr.

A true Copy.

E. Hay,
 Secy to the Gov^r.

N^o 23. Translation of an Address from the Canongoes, &c. &c. &c. of Sylhet, presented by the Collector.

S. S.

Translation of a Persian Address delivered by the Canoongoes, Zemindars, Chowdries, and Talookdars of Sylhet, to Mr. Willis, Collector of the Revenues of that District.

We the Servants of the Imperial Court, the Canongoes, Zemindars, Chowdries, and Talookdars of the District of Sylhet, a Dependency of the Soubah of Bengal, that Paradise of Nations, have heard that the Gentlemen of England are displeased with Mr. Hastings, upon a Suspicion, that exercising Tyranny and Oppression over us, he took our Money by Fraud and Artifice, as well as by Force, and that by Mismanagement he laid waste the Country. We hearing this, are much astonished! For the Skill and Knowledge of Mr. Hastings in the Conduct of Business, and in managing the Affairs both of Revenue and Government, are notorious throughout all

all Bengal and Hindostan. We for our Parts can say, that he never took from us, humble Men, a single Daun or Dhyrrum by Force or Oppression, or by Fraud or Artifice; nor was his Disposition in any Degree inclined to Avarice and Covetousness; on the contrary, he sowed the Seeds of Kindness in the Fields of the Hearts of all the Husbandmen and Subjects, and from the Showers which fell from the Clouds of his Benevolence and Generosity, he made the Hearts of the Poor to flourish like a Garden. By Law and the Dispensation of Justice he improved the Country. From the Sword of the Wicked, who delight in Sedition, he protected us, defenceless People, with the Shield of his Beneficence; and during the Time of his Administration and Government we passed our Time in Ease and Pleasure. As he was from a very early Period acquainted with the Usages and Customs of this Country, so he laboured to preserve inviolate the Honour, the Faith, and the Religion of us all. For these Reasons we, according to our Religion and Belief, and in pursuance of that holy Precept "*withhold not your Testimony*," have truly and justly made this public Declaration.

Mubhoo Oodrukt, Canoongoe of the District of Sylhet.
 Shaum Roy, Canongoe of the District of Sylhet.
 Muntuny Naut Roy, Canongoe of the District of Sylhet.
 Jewun Kithurn Roy, Canongoe of the District of Sylhet.
 Rama Kunt Roy, Canongoe of the District of Sylhet.
 Rada Kissen Roy, Canongoe of the District of Sylhet.

Then follows, in the Original, these Words, viz.

The Chowdries of the Purgunnahs in this District from the earliest Times, have in subscribing Papers written their Names in the Bengal Language, thus, "*Choudry Burg* (i. e. the Choudries, " with all the Officers and Ryats) this Practice is approved, respected, and observed, and is " handed down from the Ancestors of the said Chowdries." After which are added the following Signatures:

The Zemindars Canongoes of the Purgannah of Nungleh.
 Zemindar Puckarjift, with the Officers and Ryats of the Purgunnah of Puttareah.
 Choudrys Puckarjift, of the Purgunnah of Lukkaye.
 Zemindar Puckarjift, of the Purgunnah of Puttrah.
 Zemindar, with the Officers and Ryats of the Purgunnah of Kikthaur.
 Zemindar Puckarjift, of the Purgunnah of Sifhty Nugger.
 Zemindar, with the Officers and Ryats of the Purgunnah of Etaur.
 Zemindar, with the Officers and Ryats of the Purgunnah of Reingas.
 Zemindars and Canongoes, with the Officers and Ryats of the Purgunnah of Kauly Hutty.
 Zemindar, with the Officers and Ryats of the Purgunnah of Indpoor.
 Zemindar, with the Officers and Ryats of the Purgunnah of Bauzoo Shifta.
 Zemindar, with the Officers and Ryats of the Purgunnah of Hutteil Sirjed Bazeed.
 Zemindar, with the Officers and Ryats of the Purgunnah of Choukar.
 Zemindar, with the Officers and Ryats of the Purgunnah of Gujakan.
 Zemindar, with the Officers and Ryats of the Purgunnah of Jelalpore.
 Zemindar, with the Officers and Ryats of the Purgunnah of Bahoo Sonnytaur.
 Zemindar, with the Officers and Ryats of the Purgunnah of Baóor Nugger.
 Zemindar, with the Officers and Ryats of the Purgunnah of Bowauljore.
 Zemindar, with the Officers and Ryats of the Purgunnah of Paulnah.
 Choudry, with the Officers and Ryats of the Purgunnah of Surra Abad.
 Choudries, with the Officers and Ryats of the Purgunnah of Coffein Nugger.
 Zemindar, with the Officers and Ryats of the Purgunnah of Boodocom.
 Choudry Purkarjift, of the Purgunnah of Reyhtee.
 Zemindar Purkarjift, with the Officers and Ryats of the Purgunnah of Inda Nugger.
 Zemindar, with the Officers and Ryats of the Purgunnah of Oojautoor.
 Zemindar, with the Officers and Ryats of the Purgunnah of Burrunchaul.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunnah of Ally Azum.
 Zemindar of the Purgunnah of Shawabad.
 Zemindar, with the Officers and Ryats of the Purgunnah of Badch Du Royhen.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunnah of Coorlaw.
 Zemindar, with the Officers and Ryats of the Purgunnah of Dooloun.
 Zemindar, with the Officers and Ryats of the Purgunnah of Gooreal.
 Zemindar, with the Officers and Ryats of the Purgunnah of Shumsher Nugger.
 Choudry Purkarjift of the Purgunnah of Chocotully.
 Choudrys, Canongoes of the Purgunnah of Boojaureh.
 Zemindar, with the Officers and Ryats of the Purgunnah of Alley Nugger.
 Zemindar, with the Officers and Ryats of the Purgunnah of Mullespoor.
 Zemindar, with the Officers and Ryats of the Purgunnah of Chump Ghaut.

Zemindar, with the Officers and Ryats of the Purgunah of Mookhtampoor.
 Zemindar, with the Officers and Ryats of the Purgunah of Dacca-dehkin.
 Zemindar, with the Officers and Ryats of the Purgunah of Hurry Nugger.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Bhutrah
 Zemindar, with the Officers and Ryats of the Purgunah of Mauty Saron Baug.
 Zemindar, with the Officers and Ryats of the Purgunah of Bahoobul Baug.
 Zemindar, with the Officers and Ryats of the Purgunah of Haveylie Meheilhpoor.
 Zemindar, with the Officers and Ryats of the Purgunah of Gunga Nugger.
 Zemindar, with the Officers and Ryats of the Purgunah of Autgong.
 Zemindar, with the Officers and Ryats of the Purgunah of Eenta Marapoor.
 Choudry Purkarjift, of the Purgunah of Hoseinabad.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Behrub.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Aktaungurry.
 Zemindar, with the Officers and Ryats of the Purgunah of Muddackondy.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Mehmoodabad.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Pachateen.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Eachamutty.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Yacoobnugger.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Haveylee Pullylaly.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Eatapaully Saly.
 Zemindars, with the Officers and Ryats of the Purgunah of Kurrunthee.
 Zemindar, with the Officers and Ryats of the Purgunah of Korecoah.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Buguwoat.
 Zemindar, with the Officers and Ryats of the Purgunah of Seccunderpoor.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Suttra Kundle.
 Zemindar, with the Officers and Ryats of the Purgunah of Akbarpoor.
 Zemindar, with the Officers and Ryats of the Purgunah of Chouaulies.
 Zemindar, with the Officers and Ryats of the Purgunah of Ourungabad Ballasur.
 Chein Churd, the Zemindar of the Purgunah of Chur Nugger.
 Alabd Mohommud Nujaut.
 Alabd Mohommud * Keazel and * Fyazal.
 Abdahoo † Mohummud, Nazim † Unfir.
 Abdahoo Omud U'Reza.
 Moraury Chund Takoor, Zemindar of the Purgunah Baragur, and the Pergunah of
 Rodaury.
 Choudry, with the Officers and Ryats of the Purgunah of Badook.
 Choudry, with the Officers and Ryats of the Purgunah of Ruttun Meygee.
 Choudry, and the Canongoe of the Purgunah of Bejurah.
 Zemindar, with the Officers and Ryats of the Purgunah of Ruffeah Nugger.
 Alabd, the Zemindar, with the Officers and Ryats of the Purgunah of Dinarpoor.
 Zemindar, with the Officers and Ryats of the Purgunah of Shajjiste Nugger.
 Choudry Purkarjift, the Zemindar of the Purgunah of Rutton Skahy.
 Zemindar, with the Officers and Ryats of the Purgunah of Agarah Saut.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Zien Shokaur.
 Choudry, with the Officers and Ryats of the Purgunah of Bittungul.
 Zemindar, with the Officers and Ryats of the Purgunah of Poodootkund Kaneh.
 Zemindar, with the Officers and Ryats of the Purgunah of Churgur.
 Zemindar, with the Officers and Ryats of the Purgunah of Ootur Gutch.
 Zemindar, with the Officers and Ryats of the Purgunah of Roory Nugger.
 Zemindar, with the Officers and Ryats of the Purgunah of Shiddy Aurungur.
 Zemindar, with the Officers and Ryats of the Purgunah of Ghyauls Nugger.
 Zemindar, with the Officers and Ryats of the Purgunah of Ranyooter.
 Zemindar, with the Officers and Ryats of the Purgunah of Doorun.
 Zemindar, with the Officers and Ryats of the Purgunah of Bullyry Koonwar.
 Zemindar, with the Officers and Ryats of the Purgunah of Punurburr.
 Choudry Purkarjift, with the Officers and Ryats of the Purgunah of Eleyney.
 Zemindar, with the Officers and Ryats of the Purgunah of Chuttowtehroo.
 Choudry Purkarjift, of the Purgunah of Junterry.
 Zemindar Purkarjift, with the Officers and Ryats of the Purgunah of Chahaooter.

* N. B. These are
 two joint Zemindars,
 by their Common Seal.
 † These also are
 two joint Zemindars,
 by their Common Seal.

A true Translate.

(Signed)

G. F. CHERRY,
D. P. T.

A true Copy,

E. Hay,

Sec^y to the Govt.

N^o 24. Copy Letter from the Acting Collector of Moorshedabad; with a Translation of a Persian Address from the Zemindars of Rocunpore &c. &c. transmitted by him.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

The Zemindars and Talookdars under this Collectorship have delivered to me a Persian Address relative to Mr. Hastings, and an attested Copy of it, with a Request, that I would forward them to the Governor General in Council, in order that they might be transmitted to the Court of Directors.—In compliance with their Requisition, I have the Honour to send you the above-mentioned Persian Papers, together with a Copy of the Application from the Zemindars and Talookdars to me.

I have the Honour to be, Sir,

Your most obedient humble Servant,

Zillah Moorshedabad,
the 5th November 1788.

(Signed) JOHN FENDALL,
Act^g Coll^r.

A true Copy.

E. Hay,

Sec^y to the Fort.

Petition of the Zemindars of Rockunpore, Lushkerpore, Jeheinguerpore, &c. under the Collectorship of Moorshedabad.

We, your Petitioners, the Zemindars, Talookdars, and Chowdries of the Lands under the Collectorship of Moorshedabad, have written, signed, and sealed a Paper in Praise of Mr. Hastings, for the Dispatch of which to the Presidency we request that you will send the Original, with our Seals and Signatures, together with a Copy thereof, attested by the Seal of the Cauzey, to the Right honourable the Governor General in Council at Calcutta, and petition in our Name that the Right honourable the Governor General in Council will be kind enough to order a Translation to be made of that Paper, and that the Original with the Translate may be forwarded to the Honourable the Court of Directors in England.—It is just, and we have petitioned it.

A true Translate.

(Signed) J N. FIR,
Ass^t.

A true Copy.

E. Hay,

Sec^y to the Fort.

Papers delivered by the Vazeel of the Zemindars of Pergunnah Rokumpoor, Lushkerpore, Jehanquirpore, &c. all the Mhals of Zillah Moorshedabad; and translated pursuant to an Order from the Governor General in Council, dated 27 April 1788.

Petition from the Zemindars of Purgunnah Rokempore, Lushkerpore, Jehanquierpore, &c. all the Mhals of Zillah Moorshedabad, addressed to the Collector.

We, the Zemindars, Talookdars, and Chowdries of Zillah Moorshedabad, have written an Address on the Virtues of Mr. Hastings, to which we have affixed our Seals, and signed our Names. We now petition that you will be pleased to forward it: One Paper is the Original, with our Seals and Signatures affixed, the other a Copy under the Seal of the Cauzy, which you will be pleased to transmit to the Governor General in Council of Calcutta, and request his Lordship will order it to be translated, and send the Translation with the Original to the Court of Directors.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T^r.

A true Copy.

E. Hay,

Sec^y to the Fort.

t t.

Under the Seals and Signatures as under-written :

We, the Zemindars, Chowdries, and Talookdars, of the Mhals of Zillah Moorshedabad, in Soubah of Bengal, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force,

Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all.—He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him. nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice.—He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied by Soothings and Mildness the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair.—He displayed his Friendship and Kindness to all;—He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror.—He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us.—He re established the Foundation of Justice; and we at all Times during his Government lived in Comfort, and passed our Days in Peace.—We are many, many of us satisfied and pleased with him.—As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents.—In every Sense he treated us with Attention and Respect. We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Gopinaut Dofs, Son of Radamochun Chowdry, of Pergunnah Dhamy.
 Radda Govid Sing Chowdry, of Pergunnah Gopinautpoor.
 Rammanund Chowdry, of Perg^h Bharroal.
 Bhowanny Persaud Pattac, Grandson of Dennanaut Pattac Chowdry, of Pergunnah Oreejabad.
 Lutchmunarain Dofs Chowdry, of Ahmedpoor.
 Guddadbur Dutt Chowdry, Brother to Seochurn Chowdry.
 Bhakhur Chund Chowdry, of Rismut Pergunnah Shahhebempore, 2 Annas Division.
 Sumboonaut Serma, Grandson to Ramchund, of Rismut Pergunnah Conker.
 Bhowanny Sunker Serma, Grandson to Rada Ramchund Chowdry, of Perg^h Conker.
 Meer Mofey Zeza, Son of Selamut Ally, of Rismut Mouzah Ikakrah.
 Meer Joolsear Ally, Talookdar of Rismut Ikakrah.
 Sumful Dien, Talookdar of Rawue.
 Gournaut Serma, Grandson to Hurry Sunker Chowdry, of Rismut Hodgerapoor.
 Billembur, Talookdar of Rismut Hodgerapoor.
 Serut uila Cawn, Son to Mahomed Myze Chowdry, of Mouzah Baienoh Confide.
 Hurrischund Sing, Brother to Himmur Sing, of Rismut Tuppa Sumbulpore.
 Nundloil Sing of Rismut, Tuppa Sumbulpore.
 Ragonaut Ghoole, Talookdar of Mouzah Gopipoor.
 Denanaut Serma, Cowulsam Serma, and Sreecaun Rissu Mahadeo, Choudry of Rismut Perg^h Futtikpoor.
 Rada Caunt Sing, of Rismut Perg^h Sumbulpore.
 Moonshree Budden Dofs, Superintendant of the Affairs of the Chowdries of Pergunnah Barricksing.
 Juggutram Serma, Grandson to Radda Caunt Chowdry, of Perg^h Futtehpore.
 Juggernaut Dielt Chowdry, Hurryaut Diet Chowdry, Ram Connoy Dielt, and Bridge-naut Dielt, Grandsons of Ramkishen, &c. Choudries of Kismut Pergunnah Culburra.
 Seddanund Dhur, Talookdar of Kismut Mouzah Meher Anwur.
 Grooperaud Sing, Son to Govind Churn Sing, of Rismut Tuppa Sumbulpore.
 Mahomed Dian, Nephew to Mahomed Moolook, Talookdar of Rismut Perg^h Muzcoory.
 Bugwan Serma, and Dum Dofs Serma, Grandsons to Luckun Chowdry, of Rismut Muzcoory.
 Luckmarain Kirtchund Serma Sernmaunt, Talookdar of Rismut Perg^h Culburra.
 Jandabinder Serma Chowdry, Son to Nurnarain Serma, Proprietor of a Part of Pergunnah Culburra.
 Gungaperaud Chowdry, Grandson to Kirtchund Roy Chowdry, of Pergunnah Rhurgong, 5 Annas Division.
 Ramperaud Serma, Son to Hurrischund Serma Chowdry, Talookdar of Talook Joy.
 Rishenchund

Rishenchund Serma, Grandson to Hurrischund Serma Chowdry, Talookdar of Talook Joy.
 Rigonaut Serma, Nephew to Rishen Hurry Serma, Chowdry of Kismut Pergunnah Cossimpoor.
 Colly Caunt Serma, Son to Rishen Caunt Serma, Chowdry of Rismut Pergunnah Bar-rickpore.
 Attumchund Serma, Ramcoar Serma, Shewnoth Roy Chowdry, Rirpanoth Roy, and Gour Mohur Roy, Grandson, and great Grandsons, of Rodjebullub, &c. Chowdries of Pergunnah Wipalund.
 Mullockchund, Chowdry of Ibrahimpore.
 Sheonarain Chowdry, Son to Gungadhur Serma Chowdry, of Rismut Perg^h Shafeliem-pore.
 Durgachurn Serma Chowdry, Grandson to Burchurn Chowdry, of Pergunnah Dawoa.
 Rutta Caunt Serma, Great Grandson to Ramdeo Serma, Talookdar of Pergunnah Zennafoor.
 Sheochurn Dutt, &c. Chowdries, and Wife of Sheochurn Chowdry.
 Ramkishwur Dutt, Nephew's Son of Bijyram Chowdry, of Rismut Pergunnah Culberrea.
 Mooteichund Pauhul, Son to Manickchund Pauhul, Talookdar of Moozah Wurraih-parra and Bulrampore.
 Bhyronaut Serma, Son to Bhenjee Serma, Talookdar of Mumreypore.
 Seid Khoaram Ally, his Mother Siédany Seda, and his Wife Siédany Chunam, of Rismut Pergunnah Sutrus.
 Sefnarian Dofs, Son to Buddel Dofs, Chowdry of Pergunnah Cockraw.
 Paurbutty Chowdry, of Pergunnah Muffedá.
 Govind Churn Dofs Chowdry, Grandson to Rutton Roy Chowdry, of Rismut Pergunnah Dowa.
 Jugmohun Dutt Chowdry, Son of Ram Chowdry, of Rismut Perg^h Culburnrea.
 Jugdessery Chowdrawin, of Rismut Pergunnah Jehangeupoor.
 Seroopchund Roy, Son to Golaub Chund, of Rismut Pergunnah Chunacolly.
 Rishenchund Serma Chowdry, and Rajib Lochun Serma, Chowdry, Son to Mullockchund Serma Chowdry.
 Lucky Chowdrawin, of Rismut Perg^h Jehangurpoor, &c.
 Odychund Chowdry, of Rismut Perg^h Chuna Cokly.
 Sahabram Serma Chowdry, of Rismut Pergunnah Culburrea.
 Sedda Nund Serma, and Dulloll Serma, Grandson of Fucoo Connoo, of Rismut Perg^h Akbershahy.
 Raje Kishwur, &c. Grandson to Kishman Chowdry, of Pergunnah Sumscolly.
 Sherroopnarian Ghose, Son to Gunganarian Ghose Chowdry, of Pergunnah Kootubpoor.
 Hurry Narian Dofs Chowdry, Grandson to Jutram Chowdry, of Kismut Roorubpoor.
 Kishen Mohun Chowdry, and Gocul Kishen Chowdry, &c. and Gopinaut Chowdry, &c. Partners of Kessoram Chowdry, of Kismut Sumscolly.
 Bhyrochund Chowdry, Son to Anuntram, of Rismut Pergunnah Taperpoor, &c.
 Bishenram Surma Chowdry, of Rismut Pergunnah Jehangunpoor.
 Bulnesser Serma Chowdry, and Puddum Lochund Serma Chowdry, Grandson and Great Grandsons of Shamsunder Chowdry, of Kismut Pergunnah Khurgong, 6 Annas Division.
 Luckenarian Serma Chowdry, Grandson to Deo Dutt Serma Chowdry, of Kismut Pergunnah Khurgong, 5 Annas Division.
 Bholanoth Sing, and Sheonoth Sing, Nephew to Rhosaul Sing Chowdry, of Kismut Perg^h Chuna Colly.
 Cossinaut Serma Chowdry, of Rismut Perg^h Jehenguerpoor, &c.
 Rutneffary Chowdaawin, Wife of Bridge Muhun Chowdry, of Kismut Perg^h Dawun.
 Rubby Indernarain Serma, Son to Moadnarain Serma, of Rismut Pergunnah Luskerpore, &c.
 Setrajeib Dofs Chowdry, of Pergunnah Chand Lye, &c.
 Rany Luckey Seressity Chowdrawin of Pergunnah Taherpoor, 6 Anny.
 Ram Ram Serma, of Mouzah Soonapore.
 Nirtranund Dofs, of Rismut Perg^h Ihahjaubpoor.
 Bhoo Indernarain Sirma, Son to Indernarain Sirma, of Rismut Pergunnah Luskerpoor, &c.
 Shea Chund Sirma, Great Grandson to Praun Rishen Sirma Choudry, of Pergunnah Cossipore.
 Indernarain Sirma, Grandson to Murtunjye Sirma, of Kismut Pergunnah Cossipore.
 Loacknothnundy, Talookdar of Pergunnah Kewnagur.
 Collyfunker Sirma, Chowdry of Pergunnah Dyanagur.
 Ramkishen, Talookdar of Tief Colcanoo.

Goury Sunker Sirma, Son to Prooderperfaud Choudry, of Mouzah Bulrampoor Monur Batty.

Sutchie Nundun Ghose, Nephew to Rodgebullub Ghose, Talookdar of Coorlea.

Ranny Paurburty, of Kismut Pergunnah Futteh Sing.

Anund Narain Sirma, Son to Praunnarain Sirma, of Kismut Pergunnah Luckerpoor, 3 Annas Division.

Durgachurn Sirma, Brother to Raganoth Roy, of Gopaulnagur.

Mirza Mahommed Boaker, Chowdry of Pergunnah Cossimpore, 12 Annas Division.

Roy Rago Bullullub, Brother Roy Rambullub, Talookdar of Terf Muska, &c.

Rajah Neel Caunt, Zemindar of Pergunnah Futteh Sing.

Treelochun and Shewnoth, Grandsons, Anund Chund Roy, of Kismut Pergunnah Chunna Colly.

Ragonaundun and Sham Kistwar Seirma, Nephew of Hurram, Talookdar of Mouzah Deogong.

Roda Caunt, Talookdar of Kismut Molunchy.

Mehendernarain Dofs, Brother to Bholaunaut Chowdry, and Grooperfaud Dofs, Son to D^o, of Kismut Pergunnah Chandlage, 3 Annas Division.

Sooruznarain Roy Cannongoe, Son to Luckinarain Roy Cannongoe, Zemindar of Pergunnah, Rokunpore, &c.

A true Translation.

(Signed) G. F. CHERRY,

D. P. T.

(A true Copy.)

E. Hay,

Secr^y to the Fort.

Comp^d,
And^y Gardiner.

N^o 25. Translation of a Persian Address from the Canongoes of Jellafore, presented by their Vackeel.

U U.

Paper delivered by the Vackeel from the Canoongoes, Zemindars, Choudries, and Talookdars, of Chucklah Jellafore.

Under the Seals and Signatures as under-written.

We the Canoongoes, Zemindars, Choudries, and Talookdars of Chucklah Jellafore, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice, and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of our Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Choudries, Canoongoes, and Talookdars, of Pergunnah Futtchabad.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Chuck Ismailpoor.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Raje Ghurr.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Dauntouhour.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah of Nowtocher.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Countnagurr.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Sheopore.
 Nurhurkur Mahahattar, Chowdry, and Canoongoes and Talookdars, of Pergunnah Ikrachur.
 Nurhurker Maha Potter, and Chowdries, and Canoongoes, and Talookdars, of Koa-rulcher.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Bunfidhur Choudry, and Canoongoes and Talookdars of Pergunnah Boorijechur.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Havelly Jellafore.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Sawyer Jeerthan.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Tannah Jeleffore.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Bholarachur.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Tupper Coffiary.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Mutculabad.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Gugniffer.
 Chowdries, Canoongoes, and Talookdars, of Pergunnah Naringa Chur.
 Bydorroth, Choudry of Pergunnah Cockrachur.
 Pahaur Sing Bhooyean, of Pergunnah Paunsahy.
 Gourychurn, Zemindar of Pergunnah Burcool.
 Jodanund, Choudry of Pergunnah Murgodah.

A true Translation.

Compared,
 Andrew Gardiner.

(Signed) G. F. C H E R R Y,
 D. P. T.

A true Copy.

E. Hay,

Secr^y to the Fort.

N^o 26. Translation of a Persian Address from the Zemindars of Dacca
 Jellalpoore, presented by their Vackeel.

Paper delivered by the Vakeel on the Part of the Zemindars, Chowdries, and Talookdars, of the
 Mhals of Pergunnah Jellalpoore, &c. in the District of Dacca.

Under the Seals and Signatures as under-written.

We the Zemindars, Chowdries, and Talookdars of the Mhals of Pergunnah Jellalpoore, &c. have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praiseworthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England, that Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attacks by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and, by this Conduct, he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we, at all Times during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our

our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented, without Deceit, what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Rajah Ramkishen Roy Behadre, Zemindar of Pergunnah Noonellapore, &c.
 Sheik Mutty Ulla, Zemindar of Kismut Pergunnah Jelloppore, &c. 8 Annas Division.
 Sheik Soonaula, Zemindar of Kismut Pergunnah Jelloppore, &c. 3 A. 4 G. Division.
 Sheik Neam Rite Ulla, Zemindar of Kismut Pergunnah Jelloppore, &c. 3 A. 4 G. Division.
 Shaheb Khan, Zemindar of Kismut Pergunnah Jelloppore, &c. 1 A. 12 G. Division.
 Rajah Luckinarrain Roy, Zemindar of Pergunnah Rajenagur, and Pergunnah Serawk Omeedpoor, &c.
 Durga Cowur Nurain, Zemindar of Pergunnah Chunder Deep, &c.
 Khojah Moakel, Zemindar of Pergunnah Dukkin Suttiarpore.
 Mahommed Khan, Zemindar of Tuppa Myferdie, &c.
 Sree Anunt Dio Roy, Zemindar of Pergunnah By Cauntpoor, &c.
 Sied Imam ul Dien Mahomed, Choudry of Tuppa Nazirpoor.
 Sied Hosein Ally, Chowdry of Tuppa Sultanabad.
 Jeit Sing, Chowdry of Pergunnah Seedpoor.
 Ram Dofs Sein, and Nurling Sein, Chowdries of Pergunnah Ramnagur.
 Coffy Anoop, Chowdry of Tuppa Culona
 Cheerunjeib Roy, Chowdry of Kismut Tuppa Culina.
 Hosein Mahomed, Chowdry of Tuppa Hyderabad.
 Ramjewun Dutt, Mudhofoden Dutt, and Nurrotum Dutt, Chowdries of Pergunnah Shazadpoor.
 Ramkifurn Bofe, Chowdry of Pergunnah Durgapore.
 Rammohim Paleet, Chowdry of Tuppa Rhord.
 Daumrye Mahomed Honif, Chowdry of Pergunnah Sawistabad.
 Ramnarain Sermo, of Tuppa Hockimpore, 7 A. 3 P. Division.
 Rajah Ram Dutt, of Tuppa Hockimpore, 8 A. 19 G. 1 P. Division.
 Kishenram Dutt and Govindram, of Pergunnah Jehanpoor,
 Sheo Narain Roy, Chowdry of Pergunnah Selmabad.
 Odye Narain Roy Chowdry, Dullbinarrain Roy Chowdry, and Luckinarain Roy Chowdry, of Pergunnah Selmabad
 Nundram Sun Chowdry, Kishen Caunt Sein Chowdry, and Kishen kinker Sein Chowdry, of Pergunnah Nuklie, &c. 4 A. 10 G. Division.
 Govindperfaud, Chowdry of Pergunnah Cossimpore.
 Kishenram Roy Pergunnah Jelmabad, of 10 G. 1 P. Division.
 Coffim Cawn and Abdul Cawn, of Pergunnah Mahdypore, 9 Annas Division.
 Ully Nowaz Khan, Zemindar of Tuppa Cuttubow.
 Khoda Daad Khan, Zemindar of Tuppa Culrabour.
 Ramdeo Bofe, Chowdry of Tuppa Shaupore.
 Chunder Seker Chuckerbutty, Son of Ramjewun Chuckerbutty, of Omlah Pergunnah Chunderdeep.
 Joy Govind Sein, Chowdry of Tuppa Abdullapoor.
 Hurrinarain Serma, Talookdar of Pergunnah Jellalpoor.
 Radu Caunt Sein, Talookdar of Pergunnah Chunderdeep.
 Sham Sunder Sein, Talookdar of Tuppa Havelly Cossypoor.
 Abdoon Ruffed, Chowdry of Pergunnah Tollebabad, &c.
 Abdul Khuddar, Chowdry of Pergunnah Tollebabad.
 Ramanic Sein, Chowdry of Govindpoor.
 Chowdries of Pergunnah Shawistanagur, &c. written by Rogonaut Dutt.
 Chowdries of Pergunnah Beer Mohan, written by Pertaub Narain Serma.
 Kishanund, Chowdry of Pergunnah Bhowal, 7 Annas Division.
 Serrajenarain, Chowdry of Pergunnah Bhowal, 9 Annas Division.
 Chowdries of Pergunnah Futteh Jungpoor, written by Ramanund Serma.
 Kishen Ram Sein, Talookdar in Pergunnah Chunderdeep.
 Collycaperfaud Roy, Ram Bhowany Roy, and Ramdea Serma, Chowdries of Pergunnah Suempertaub, and Tuppa Jumdhurpoor.
 Rada Kishen and Gocul Chund, Chowdries of Tuppa Aurungabad, &c.
 Durgaperfaud Sein, Talookdar of Pergunnah Dotar Sitiapoor, 8 G. Division.
 Sreeram Roy, Rajah Roy, Rammohun Roy, Mahader Roy, Hurrinarain Ram Gopaul Roy, Ram Roy Chowdry, and Sreedhur Dutt, Chowdries of Iskakabad.

Rodge Chunder Roy, Choudry of Tuppa Bhowanny Nagur.
 Mahomed Akbaul, &c. Talookdars in Pergunah Bickrumpoor.
 Cossiffer and Banesser, Chowdries of Tuppa Suffespore.
 Ram Rajah Sein, &c. Talookdars in Bickrampore, &c.
 Rada Madho Bose, Chowdry of Tuppa Amber.
 Ram Chunder Rah, Chowdry of Pergunah Mahomedpoor, 11 Annas Division.
 Cowul Roy Chowdry, Dhee Cowul Roy, of Pergunah Mabackujal.
 Rammabullub Ghoo, Ram Budder Ghoo, Ram Chunder Ghoo, Kishenram Ghoo,
 and Ramdea Ghoo, Chowdries of Pergunah Serjahabad, and Tubba Kootubpoor,
 in Pergunah Cossimnagar.
 Ramperfaud Sein Nursing Dofs, Neel Caunt, Aunundram Dofs, and Ramkishen Dofs,
 Chowdries of Tuppa Cutrabow.
 Ramperfaud, Chowdry of Tuppa Paundil, 2 A, 8 G^a Division.
 Jhasenkier Chowdry, and Nudjeeb Mutty Ulla, Chowdry of Tuppa Irradulnagar.
 Pertaubnarain Roy, of Pergunah Selmabad, 6 A^a 1 P^a Division.
 Juggut Jewun Roy, and Bausdeo Roy, Chowdries of Tuppa Akais Colla Goppa.
 Rodge Chunder Sein, Talookdar in Pergunah Bungcurrero.
 Meer Sied Mahomed, in the Name of Sied Ally Caun, Talookdar of Pergunah Bick-
 rampore, &c.
 Rada Cowur Sein, and Brindabun Chund Sein, Talookdars.
 Nursing Roy, Kishen Bullub Roy, and Rammabullub Roy, Chowdries of Pergunah
 Abdulpore.
 Joychund Roy, Chowdry of Pergunah Selmabad, &c. 17 G^a 2 P^a Division.
 Bejram Roy, of Pergunah Ooter Shahpore, 5 A^a 6 G^a 3 P^a Division.
 Sheoram Kiden, Chowdry of Tuppa, Ramkishenpore, 6 A^a Division.
 Durgaram, Talookdar of Pergunah Shabazpore, in Serrinageer.
 Nurnarain Ghose, Chowdry of Pergunah Noorulla Hoseinagar, 8 Annas Division, &c.
 Khazahnoor, Talookdar in Pergunah Chunderdeep.
 Rooderram Dofs, Talookdar of Mowzah Chawguldie, 8 Annas Division.
 Imaun ul Dein, Johir ul Dein, Jemur Hosein, and Hosein ul Dein, Chowdry of Per-
 gunnah Ruffoolpoor, &c.
 Nimoo Ram Caunt Roy, and Luckinarrain Roy, Chowdries of Chundpertaub Nowara.
 Rammohun Roy of Pergunah Chundperlaub.
 Ramnarain, Talookdar in Pergunah Aurungpoor.
 Gudda Dhur Roy, Chowdry of Tuppa Itamadpore.
 Rogonaut Roy, Chowdry of Pergunah Rogonautpore.
 Beddu Dher Roy, Gunga Dhur Roy, and Jankee Bullub Roy, Chowdries of Pergunah
 Aurungpore.
 Chowdries of Pergunah Cutwallyparra, written by Ram Gutty Serma.
 Ram Kishen Roy Chowdry, Rutchund Roy Chowdry, Condroop Roy Chowdry, and
 Kishenram Roy Chowdry, of Pergunah Anundy Colkapoor, &c.
 Colly Sunker Ghofaul, Chowdry of Pergunah Selmabad, of 2 A^a 17 G^a 2 P^a Division.
 Bhowany Churn Roy, of Pergunah Selmabad, of 5 A^a 15 G^a Division.
 Roodernarain Roy and Kishendeo Roy, of Tuppa Havelly Pergunah Khezirpoor.
 Ram Bhudder Roy and Sedram Roy, Chowdries of Pergunah Havelly Sellimabad.
 Bhowanny Churn Roy, of Pergunah Mohobutpoor, Bunder Kholah.

A true Translation.

(Signed) G. F. C H E R R Y,
D. P. T.

A true Copy.
 E. Hay,
 Secy to the Gov^r.

N^o 27. Translation of a Persian Address from the Zemindars, &c. of Dacca
 Momun Sing, presented by their Vackeel.

W W.

Paper delivered by the Vakeel on the Part of the Zemindars, Chowdries, and Talookdars of the
 Mhals of Zillah Momenfing, &c. in the District of Dacca.

Under the Seal and Signatures as under-written.

We, the Zemindars, Chowdries, and Talookdars of the Mhals of Zillah Momenfing, &c. in the
 District of Dacca, have heard that the Gentlemen in England are displeased with Mr. Hastings, on
 Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force,
 and

and ruined the Country: Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decree of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and, by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government, no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Power of Enemies and wicked Men, by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to the Address.

Assaleet Menaam, and Multafeet, Chowdries of Buddyaemdy.
 Mahomed Haady, Zemindar of Pergunnah Serawull.
 Futteh Ally, and his Sons Rhazah Ally and Shahabaz Ally.
 Golaum Jaffier Ally, and his Sons Golaum Hossain Ally and Fuz Ally.
 Hoor Hyder, of Pergunnah Zeenahy, 7 An^a 5 G^a 1 C^a Divⁿ.
 Rajah Roy Sing, of Pergunnah 14 Annas Division.
 Mahomed Munooowur, Zemindar of Pergunnah Zienahy, 8 An^a 14 G^a 3 C^a Division.
 Ullly Ally Nowaz Khan, of Tuppa Hodgerawdie, 5 Annas Division.
 Khodahdaad Khaw, of Tuppa Hodgerawdie, 5 Annas Division.
 Golaum Gous, of Tuppa Koozey Rhve.
 Purrufram Roy, Zemindar of Pergⁿ Codwa.
 Perbooram Roy, Son of Obram Roy, Zemindar of Codwa.
 Ramkisher Roy, Son of Bulram Roy, Zemindar of Codwa.
 Madho Chund Roy, adopted Son of Raany Chunder Culla, Zemindar of Codwa.
 Gunganarain Chowdry, of Rismut Pergunnah Bhoowla.
 Sumboo Chund Roy, Rajah Durmanarain Roy, Luckinarain Roy, Sreedhur Roy, their Zemindarry of 12 An^a 4 G^a 2 C^a, Division of Pergunnah Bhoowla and Pergunnah Ameerabad, in the Name of Hurnarain Roy, Raje Durm Perseem Rullammarain Roy, Ramdea Roy, and Ramdea Cossy Roy, Chowdries.
 Sheik Golaum Ally, Chowdry of Pergunnah Terah, of 8 An^a 13 G^a 2 C^a Division.
 Ragoonundun Serma, Chowdry of Pergunnah Allap Sing, 4 Ann^a Division.
 Rooderram Serma, of Pergunnah Allapsing, 4 Annas Division.
 Assalut Monaam, Multofut Khan, and Moraad Hossain Haady, Zemindar of Tuppa Hodgerawdie, 6 Ann^a Division.
 Shaam Coweer Serma, and Gunga Debes, their Zemindarry of 8 Annas Division of Pergunnah Allapsing, in the Name of Bishen Ram Acharge.
 Preebbee Ulla, and Golaum Hyder, Grandsons to Rehmet Ulla, Chowdry of Pergunnah Muzerdie, 7 Ann^a Division.
 Ameer Khan, Talookdar.
 Rajekishweernarain Choady, Son of Rajendernarain, Chowdry of Pergunnah Babcoo-poor.
 Abul Arfeed, Son of Aboofellaum, and Rehim Ally, Son of Ally.
 Amjed and Mahomed Israid, Son of Asfeed Ulla, and Ally Zeza, Chowdries of Pergunnah Chuttercund.
 Gungapersaud Kishen Chund, Radamohun Prersfullum, and Scochund, &c. Grandsons of Hurry Bullub and Bagejahdeo, Chowdries of Tuppa Durgapoor.
 Ramperfaud Serma, Chowdry of Tuppa Ibrahimpoor, 2 An^a 8 G^a Division.
 Purfuttum Roy, Nephew to Hurry Bullub Roy, Chowdry of Pergunnah Goonanundy, 1 An^a 3 G^a 2 C^a Division.

Ally Reza and Rehun Ulla, their Zemindary of 7 Annas Division of Pergunnah Mu-
 zerdie, in the Name of Aumaun Ulla and Fizzle Ulla Chowdries.
 Coffenaut Sing, Nephew to Ram Caunt Sing, Talookdar.
 Mahomed Reza, and Golaum Nubby, Son to Mahomed Multofa, and Mahomed Cos-
 fin, Chowdry of Pergunnah Gopaulpoor Mooradnagur.
 Ram Gunga Roy, and Bhyrub Anund Roy, their Zemindary of 12 Ann. Division in
 Pergunnah Perchundy, in the Name of Luckinarain Bugurent, and Caamdeb
 Chowdries.
 Mahomed Mozuffer, Chowdry of Pergunnah Neffer Wujeal, 3 An. 18 G. 3 C. Di-
 vision.
 Mahomed Munnoowur, Chowdry of 2 An. 5 G. 1 C. Division.
 Rajekeswur, and Kishen Chund Chowdry, Son to Durga Bhowanny, of 10 G. Di-
 vision.
 Mahomed Waseek, Mahomed Amzed, Mahomed and Ally Ashruf, Chowdries of Per-
 gunnah Illabad.
 Chowdries and Connongoes of Pergunnah Boamy.
 Sawed Ulla, Hoamed Ulla, Chowdries of Pergunnah, Noor Ulla Hyatnagur, Chow-
 dries of Pergunnah Sengargong.
 Ramkishen Guttuck Hier to Puncfram Guttuck, Chowdry of Pergunnah Goonanundy,
 2 Annas Division.
 Sied Mahomed Nazir, Son of Sied Mahomed Nazir, Sied Mudden Reza, Brother to
 Sied Ally Reza, Sied Mutty Ulla, Son of Sied Inact Ulla, Sree Kishen Sien, Son of
 Rammisser Sien, Hurryhur Sien, Son of Hurrisshen Sien, and Kishen Govind Day,
 Son of Gunga Govind Day, Chowdries and Cannongoes of Pergunnah Turruf.
 Chowdries of Tuppa Ibrahimpoor, 13 A. 12 G. Division.
 Ram Jagernaut Dofs, and Haurije, &c. Nephews, &c. of Ramdea Dofs, Chowdry of
 Pergunnah Goonanundy, 2 An. 3 G. 1 C. Division.
 Golaum Mahady, Golaum Asgur, and Mahomed Akber, Chowdries of Tuppa Fuzzea-
 bad.
 Annaum Ullah Chowdry, &c. Son and Grandson of Mahsoom Khan, Chowdry of Per-
 gunnah Doolye, of 4 Annas 5 Gundas 1 Couries Division.
 Mahomed Ikbai, Talookdar.
 Haamed Ahmed, Rehim, Chowdries of Jowaranundpoor.
 Gorachurn, and Gourkishen Dofs, Talookdar.
 Noorun Niffa Khanum, Talookdar.
 Meer Golaum Ally, Chowdry of Pergunnah Dawoodpoor, 12 An. Division.
 Raje Luckeen, Chowdry of Pergunnah Goonanundy, 6 Annas Division.
 Ramsurren Roy, and Pertaubnarain Dofs, &c. Chowdries of Pergunnah Joogdea.
 Caala Gauzy Chowdry, &c. Son and Grandson to Abdulla Khan, Chowdry of Per-
 gunnah Doorlye, 2 A. 14 G. 3 C. Division.
 Ramcaunt Naig, Son of Seteram Naig, Rajekishen Sien, and Sreekishen Sien, Talook-
 dars of Moza Goffimagon.
 Buddy Jummaun, &c. Grandsons of Sheck Dara, Chowdry of Pergunnah Narainpoor,
 8 A. 11 G. Division.
 Ramkisweer, Chowdry of Pergunnah Moosagur, 4 A. Division.
 Rammohun Roy, &c. Sons of Ramisser and Ramkishen, Chowdries of Goomanundy,
 3 A. 14 G. Division.
 Rajechunder Choudry, and Pertaubnarain Choudry, Brothers to Kishen Chowdry and
 Bheemnarain Chowdry, of Perg^h Sajepoor, &c.
 Durga Churn Roy, of Perg^h Secydy, 5 A. 8 G. 2 C. Division.
 Sreemunt Naig, Son of Govindram Naig, and Audit Chund Naig, Son of Shaam Naig,
 Chowdries of Pergunnah Nowabad.
 Sied Aboo Torab, Sied Golaum Ally, and Sied Hoffien Ally, &c. Chowdries of Per-
 gunnah Couchunpoor.
 Abdul Khier Choudry, of Jowar Luckunpoor.
 Mirtunjoy Dutt, Heir to Ramjoy Dutt.
 Bishen Ram Sein, &c. Talookdars in Pergunnah Conchunpoor.
 Chacoury Roy, &c. Nephews of Jadoo Roy, Chowdry of Pergunnah Goonanundy, 2 A.
 Division.
 Rajechund Sing, Grandson to Durga Ram joy Sing Roy, Chowdry of Tuppa Furrokabad,
 4 A. 15 G. Division.
 Radha Madho Dey, of Tuppa, Furrokabad, 3 A. 5 G. Division.
 Danish Mahomed, Heir to Fulleh Khan, Chowdry of Pergunnah Doorlye, 9 A. Di-
 vision.
 Kishen Govind Roy, Grandson to Hurry Hur Roy, Chowdry of Pergunnah Goonanundy,
 2 A. Division.

Ruttun Kishen, Rajekisen, and Ramkishen Roy, Heirs to Ragonoth Roy, Choudry of Pergunnah Frah, 1 A^o 17 G^o 2 C^o Division.
 Ramkishen Guttuck, Heirs to Ramperfaud and Rammohun, Choudries of Pergunnah Perchaudre, 4 Annas Division.
 Rajenarain Serma, Son of Ram Ram Serma, Choudry of Pergunnah Nussur Weyal, 2 Annas Division.
 Ram Rutren Sing, and Kishen Churd Sing, Grandson to Durga Ramjy Sing, Choudry of Tuppa Furrokabad, 4 A^o 15 G^o Division.
 Ilha Gauzy Choudry, Grandson to Inact Gauzy Choudry, of Pergunnah Himatabad, 1 A. 2 C^o Division.
 Kishen Mungle Sing, Son to Kishen Ragonoth Sing, Chowdry of Tuppa Furrokabad, 3 A^o 5 G^o Division.
 Counge Kifweer, and Ram Kifwar, Chowdries of Perg^h Mooragur, 12 A^o Division.
 Sumbho Chund Roy, Raje Chund Roy, Hur Chund Roy, and Tulluch Chund Roy, Grandson to Nurnarain, Choudry of Perg^h Chaampore.
 Ruttun Kishen Roy, Sree Narain Roy, Raje Kishen Roy, Heirs to Ramanant Roy, Chowdry of Pergunnah Sugdy, 1 An. 4 G^o Division.
 Ramperfaud Guttuck, Grandson to Purrus Ram Guttuck, of Pergunnah Goonanundy, 2 Ann^o Division.
 Ramsunker Chowdry and Azodeo Ram Chowdry, Grandsons of Rutnesfer Roy Chowdry, of Pergunnah Coffepoor.
 Roopnarain Roy Chowdry, &c. Heirs to Nurroteem, and Kishen Ram Roy, Chowdries of Pergunnah Itakadoor, Coffimpoor, Machooa Khal.
 Ruttun Kishen Roy, Ram Kishen Roy, Raje Kishen Roy, Brother to Kishen Roy, Soodaram Roy, of Perg^h Sreechaul.
 Colly Sunher Roy, Seonarain Roy, Mirtonjoy Roy, and Succoor Mahomed, their Zemindarry of Pergunnah Mihitchaul, in the name of Caamdeo Roy, Ramdeo Roy, and Nurfing Roy.
 Kurrynaut Serma, Joogul Kishwur Serma, and Ruttum Mollanaraing Debea, Chowdries of Pergunnah Momingfing and Jafferthahy.
 Joynorain Goffaul, Chowdry of Tuppa Jynagur.
 Setaram Roy, Ram Caunt Roy, and Ramkishen Roy, Heir to Ramanaut Roy, of Pergunnah Sugdy, 16 A^o Division.
 Sied Afgur Hossien, Son of Sied Abul Hossien; and Sied Hyder Hossien, Son of Sied Sudfer Hossien; and Sied Goufel Hossien Hossien, Grandson to Sied Budder Uldein Hossien, Choudries of Pergunnah Gudda Hossien Nagore.
 Rammohun, Choudry of Pergunnah Jubbagong, 1 An. 17 G^o 2 C^o Division.
 Jugmohun, Choudry of Pergunnah Narainpoor, 7 A^o 5 G^o Division.
 Nurfing Roy, Peraun Kishen Roy, and Ramguttty Roy, Heirs to Ragoram Roy of Pergunnah Torah, 4 G^o Division.
 Rajenarain Roy, Muthranaut Roy, Heirs to Ramchund Roy, Choudry of Pergunnah Torau, 2 A^o 8 G^o 2 C^o Division.
 Collynoth Roy, Choudry of Pergunnah Caugmany, 6 An^o Division.
 Ram Zomaul, Farmer of Pergunnah Homtabad, 14 A^o 19 G^o 2 C^o Division.
 Khur un Nissa, Zemindar of Pergunnah Ameerabad.
 Shawista Gauzy, Heir to Adum Khan, Chowdry of Pergunnah Torah, 2 A^o 8 G^o 2 C^o Division.
 Luckenarain Dey, Son of Dowlet Ram, and Coffisserkun, &c. Choudries and Cannongoes of Pergunnah Pootee Khoraw.
 Imaum Buksh Khan, Chowdry of Pergunnah Atyea, &c. 4 Ann^o Division.
 Allif Khan, Chowdry of Pergunnah Atya, 4 Annas Division.
 Bholaut Roy, Seonoth Roy, and Sumboonaut Roy, Grandsons to Ram Bulleb Roy of Pergunnah Mehar, 1 A^o 6 G^o 3 C^o Division.
 Panchanan Roy, Grandson to Luckey Roy, of Pergunnah Mehar, 1 A, 10 G^o Division.
 Pertaubnarain Roy, Radakishen Roy, Kirtbaus Roy, and Ragenarain Roy, Heir to Sookdeo Roy, of Pergunnah 2 A^o Division.
 Sied Seraje Ally, Choudry of Pergunnah Bhur Bauzao, 7 A^o 10 G^o Division.
 Dyamy Chowdrawin, of Pergunnah Cockmany, 5 A^o Division.
 Kishen Chund Roy, Grandson to Indernarain Bose, Talookdar.
 Shaam Chunder Serma Chowdry, Grandson to Sree Kishen Serma Chowdry, and Nephew to Kishen Chowdry, of Perg^h, Momingfing, and Ihahy, 8 Annas Division.
 Ibaad Ulla Khan, Zemindar to Perg^h Ameerabad.
 Mirza Mahomed Kurreem, Mirza Hossien Ally, and Mirza Mahomed Ally, Zemindar of Tupa Amboul.
 Mirza Mahomed Hossien, Zemindar of Pergunnah Futcarra.
 Ilha Jear Khan, Chowdry of Perg^h Aty, &c. 8 Annas Division.

(2420)

Peraun Kishen Roy, and Ram Lochun Roy, Great Grandsons of Rajah Ram Chowdry,
Perg^h Mehar, 2 Annas Division.

Anunt Deo Roy, Chowdry of Perg^h 3 A. 3 G. 1 C. Division.

Juggut Peraun Gopy Roy, Chowdry of Perg^h Cockmarry, 5 An^e Division.

A true Translation.

(Signed)

G. F. CHERRY.

D. P. T^r.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

N^o 28. Translation of a Persian Address from the Zemindar of Beerbhoom,
presented by his Vackeel.

X X.

Papers delivered by Golaum Hyder Khan, Vackeel to the Zemindar of Purgunnah Beerbhoom, &c.

Petition under the Signature of Golaum Hyder Khan, Zemindar of Pergunnah Bheerbhoom.

My Constituent has prepared and written under his own Seal, and that of his principal Servants and Officers, an Address relative to Mr. Hastings, which he has transmitted with a Copy to your Lordship, in the Hope that your Lordship will be pleased to direct that it may be translated into English, and the Original and Translation be forwarded to Europe.

A true Translation.

(Signed)

G. F. CHERRY,

D. P. T^r.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

X X.

Under the Seals and Signatures as under-written.

I, Mahomed Zemaun Khan, Son of Mahomed Behadre Zemaun Khan, deceased, Zemindar of Pergunnah Bheerbhoom, &c. in the Soubah of Bengal, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country ;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England, that Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times during his Government lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs

Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Mahomed Zemaun Khan,
Mahomed Immaum Bukh Ramnaut,
Syed Golaum Hossain,
Golucknaut Sing,
Durm Dofs Serma,
Chytonchurn Dofs,
Ram Caunt Gholé,

Mozuffer Ally Hossun,
Behadre Sing,
Teharam Deb Serma,
Mahomad Zemul ul Dein,
Ragonaut Dofs,
Bannyram Dofs,
Goburdhun deb Serma.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T'.

A true Copy.

E. Hay,
Secy to the Govt.

N° 29. Translation of a Persian Address from Khan Jehan Khan, and the rest of the Inhabitants of Hoogly, presented by his Vackeel.

y y.

Papers delivered by Mahomed Mhyul Dien Khan, Vackeel to Khan Jehan Khan Behadre Jessarut Jung.

Petition under the Signature of Mahomed Mhy ul Dien Khan, Vackeel to Khan Jehan Khan Behadre Jessarut Jung.

The Residents and Natives of the Bunder (Factory) of Houghly have written and affixed their Seals to an Address relative to Mr. Hastings, and have transmitted the Original and Copy to your Lordship; I humbly request your Lordship will be pleased to order the Address to be translated by the public Officer of Government, and that the Translation and Original may be sent to Europe.

A true Translation.

(Signed) G. F. CHERRY.
D. P. T'.

A true Copy.

E. Hay,
Secy to the Govt.

y y.

Under the Seals as under-written.

We, the Inhabitants and Natives of the Bunder (Factory) of Houghly and its Environs, in the Soubah of Bengal, humbly represent to His Most Gracious Majesty the King of England, and to the upright Assembly, the Comptrollers and Directors of the Company, that Mr. Hastings, from his Nomination to the Government of this Country, until the Time of his Return to Europe, secured our Satisfaction and Happiness by his pleasing Deportment and commendable Virtues; he preserved the Affairs of this Country of every Denomination in the Channel of established Usage and Custom, so that Mankind, whether Merchants, Officers, Travellers, Strangers, or Tradesmen, with the most perfect Ease of Mind and Security employed themselves in seeking their Subsistence, in Happiness and inward Gratitude praying for the Extent of His Majesty's Reign, and the Company's Authority. That Gentleman was so attentive to the Protection and Safety of the Country, that no Disturber or Rioter on any Side could extend the Hand of Oppression and Tyranny.—He established Courts of Justice according to the respective Religions and Sects; and notwithstanding the Want of Rain, the dreadful Effects of Famine were warded off by the Wisdom and Prudence of his Measures and Arrangements. He settled the Courts of Criminal and Civil Jurisdiction (Fouzedary and Dewanny) on a new Footing, by which Mankind were guarded against Thieves and Murderers. He founded a College for the Propagation of Learning, and fixed an Income and Degrees for the Students; so that to this Moment the Learned and Students enjoy the Benefits and Advantages thereof, and pray for the Prosperity of His Majesty's Reign, and the Company; and we Moguls and others, whether Men in Service or Merchants, always lived protected from the Frauds of the Times under the Shadow of his Care and Kindness.

Kindness. He never coveted our Character, Property, or Wealth, nor did he ever act by Force or Opposition. In short, we, during the Government of Mr. Hastings, enjoyed Peace and Quiet, and in no Respect experienced Distress or Hardship, and are pleased with his Qualities and Virtues.

Written 11 Shabaan 1202 Hejeree, 17th May 1788.

The Seals to this Address.

Khan Jehan Khan Behadre Zefonot Jung,	Azmut Ullah,
Meer Solemaun Khan Behadre,	Mahomed Tucky,
Mohamed Joffier,	Abdukoo Cozim,
Mohamed Joffier,	Sied Bukoh Ally,
Allum Chund,	Subgut Ulla,
Annundram,	Ally Mahomed,
Aboo Torab,	Ally Mahomed,
Baker Saheb,	Mahomed Baker, Son of Mahomed Houssein,
Meer Mahomed Houssein Housseiny,	Anoopram,
Shiek Khyar Ulla,	Mahomed Ibrahim,
Amed Alley,	Mahomed Mahady,
Abid Mahomed,	Golaum Mustafa,
Abdul Haleem,	Mahomed Rekem,
Mahomed Caazim, Sheriff,	Mund Loll So Hay,
Mahomed Ally,	Fuker Ul Deen Mahomed,
Sied Meerun,	Meher Ulla,
Rahmaut Ullah,	Punna Ally,
Kurream Buksh	

A true Translation.

(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,

Sec^y. to the Gov^t.

N^o 30. Translation of a Persian Address from the Zemindar of Pachete, presented by his Vackeel.

Z Z.

Papers delivered by the Vakeel of Maha Rajah Ragonaut Narain, Zemindar of Pachete.

Petition under the Seal and Name of Rajah Ragonaut Narain.

I have prepared an Address under my Seal relative to Mr. Hastings, and transmit it to your Lordship, who, I hope, will be pleased to order it to be publicly translated, and the Original and Translation be forwarded to Europe.

A true Translation.

(Signed)

G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

Z Z.

Under the Seals and Signatures as under written.

I Ragonaut Narain, Zemindar of Pachete, in the Soubah of Bengal, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud,

Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him, nor did the Poor ever know the Weight of an oppressive Hand from him. Our Character and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice: He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice, and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guard the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what ourselves have seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Maha Rajah Ragonaut Narain.
Kishen Caunt del Serma.
Colly Churn Serma.
Khosaul Chund Serma.
Narain Serma.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

Nº 31. Translation of a Persian Address from some of the Inhabitants of Calcutta, which was delivered to the Secretary by Meer Zahid and others.

a a a.

Translation of Petition delivered to Edward Hay, Esq. Secretary to the Government, by Meer Zahid Mowlarry Abdoolah Moazim Ally and others, and Seyed Rook Ullah, the Vakeel of Meer Bendeh Ally Khan Behadre.

We, the Inhabitants of the Town of Calcutta, having prepared an Address relative to Mr. Hastings, under our Seals and Signatures, do present the same, together with a Copy thereof, to the Council, having in their Kindness caused this Address to be translated by the Officers of the Company, will be pleased to send both the Original and the Translation to England.—We have thus requested what was proper.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T.

A true Copy.

E. Hay,
Secy to the Govt.

a a a.

Translation of the Address delivered to Edward Hay, Esq. Secretary to the Government, by Meer Zahid, and other Inhabitants of Calcutta.

We, the great and principal People, Merchants, and others, Men of different Sects and Persuasions, Inhabitants of the City of Calcutta, Part of the Territories of the English Company (whom may God long preserve in Prosperity), having heard that the exalted Rulers of England, and they who preside over the Courts of Justice, have received Displeasure in their humane Hearts against Mr. Hastings, upon Suspicion that he took the Money and Effects of us the Inhabitants of this Country by Fraud and Treachery, and entirely ruined the Government of the Company.—Therefore we, the People aforesaid, with a perfect Unanimity, both in Expression and Meaning, according to the Precepts of our several Religions and Customs, the Observance of which

which we always make the Object of our Hearts, do, for the Purpose of dispelling the Doubts of the exalted Gentlemen aforesaid, bring from behind the Curtain of Concealment, and place upon the Public Seat of Notoriety, such a Representation of the Character, and such a Relation of the Words and Actions of Mr. Hastings, whose Disposition is worthy of all Praise, as is true and certain, and fully proved and clearly demonstrated, and free from Ornament and Exaggeration. From the Time that he was appointed to, and became invested with, the Government of Calcutta, till the End of his Administration, he was always occupied in the Welfare of the Reyats, and the Improvement of the Country, in the Support of the Weak, in healing the Oppressions and Injustice of bad Men, in good Offices to the Great and Small, in the Preservation of the Rules of Government, and in Attention to the Rights and Degrees of Men nobly descended, in the Encouragement of Men of Merit and Learning, in laying the Foundation of Virtue, as for Example, by building Colleges and Schools, in keeping alive the Learning of every Sect and Persuasion, in giving Ease to the Landholders and the Merchants, in dispensing Justice to the injured and oppressed, in speaking the Language of Consolation to the Humble as well as to the Great, in conciliating the Hearts of Princes, whether Friends or Enemies, and in the Welfare of the Company.—In short, throughout the Territories under the Government of the Company there is not a single Individual who has not received from the well-spread Table of Mr. Hastings's Bounty whatever he was entitled to; and we, the Inhabitants of this Town of Calcutta, have for our Parts represented only that which we have ourselves seen of the Kindness, the Care, the Knowledge of what was right, and the Humanity of Mr. Hastings, who could distinguish what was just from what was unjust, who in his Exemption from Avarice was unequalled, the Fountain of good Dispositions, and the Assemblage of Mercies; we were and are in every Way satisfied with and grateful to Mr. Hastings, and sweet and refreshing to our Tongues are the Words with which we utter his Praises.

Written on 2d of Bhaudan, 16th Aug. 1788.

Khandim Utherrah Mowlovy.

Shurrial Uilah Kauzy, of the Sudder at Calcutta.

Under this Seal is written, in Arabic,

“ The Things which have been proved to me by ocular Demonstration, are
“ greater than those which are mentioned in this Paper.”

Molovy Mujjud U Dien Mahomed, Head of the College at Calcutta.

Under this Seal is written, in Arabic,

“ No Person, however skilled in giving Praise, can describe his Disposition; he
“ exceeds every Thing that can be said in his Favour.”

Umdut Ul Joogaur Hadjy Kerbeloy.

Mahomed Merch Mahomed Nubby Ullah.

Under this Seal is written,

“ Meerza Duftry of the City of Ispahan.”

Kullunder Ally Bug.

Under this Seal is written,

“ Grandson of the Nawaub Zul Fikar Jung.”

Ally Nakky Khan.

Under this Seal is written,

“ Grandson of the Nazim of the Soubah of Bekker.”

Mahomed Tucky Khan.

Under this Seal is written,

“ Son of the Nawaub Sief Ullah Khan, Nazim of the Soubah Tateh.”

Ally Zamin Khan, the Son of Ally Nukky Khan Bauhy, one of the Noblemen of eminent Rank of Hindostan.

Under this Seal is written, in Arabic,

“ No Writing can comprehend his Praises; how then is it possible that Speaking
“ should comprehend them?—O my Brethren, I know him no otherwise than
“ as he was truly, a Man of Justice, and an upright Chief.”

Row Anunt Ram Behadre.

Under this Seal is written,

“ The Brother of Righty Indre Meerza Raja Maha Raja Govindram Behadre.”

Molovy Mahomed Moshurruf.

Bessember Pundit, the Vakeel of the Mahrattahs of the Gossah Race.

Hurry Budder Pundit, Nephew of Bessember Pundit.

Molovy Mahomed Asoof.

Under the Seal is written, in Arabic,

“ His Praises, as set forth in this Paper, were as conspicuous as the Sun at
“ Noon.”

Molovy Hafiz U Dien Mahomed.

Molovy Mahomed Rasheed.

Molovy Khoda Newaz.

Molovy Mahomed Monaum.

Ashun Uzamaun Rajy Rehmaun.

Under this Seal is written, in Arabic,

" He was a Son from which there flowed no Light but that of Justice and Equity,
" and which did away nothing but the Darkness of Untruth, Disobedience,
" and Contumacy."

Baboo Sunker Dutt, the Son of Rajah Shree Kissen Sing, the Zemindar of the District of Chumparun.

Molovy Mahomed Kaufim.

Under the Seal is written, in Arabic,

" Whatever is said in his Praise, in these Lines, is proved to all Men."

Golaum Hossain.

Meer Mahomed Saudick Khan Behadre, the Nephew of Hubbeeb Ullah Khan, a Commander of the Mahrattas.

Under this Seal is written, in Arabic,

" I saw nothing in his Administration but Justice and Goodness, nor did I hear
" any during his Government except Safety and Security."

Molovy Kaufim Ally.

Molovy Meer Ramzaun Ally.

Aratoon Khan, an eminent Merchant of Bengal, the Son of Petruse, an Armenian Christian.

Mahomed Jummal Hafezy Koran.

Khajah Warnis, Armenian.

Shurreut Ullah Khan Behadre.

Sheer Ally Hossieny.

Kumber Ally.

Imzful Ullah.

Rooh Ul Ameen.

Dost Mahomed.

Mahomed Ameen.

Golaum Hossain.

Etbaur Ally Khan.

Mahabut Ally Khan.

Nujeef Ullah Hossain.

Golaum Ally.

Obdul Gheffer.

Rajah Deachurn Behadre, a Man of Rank, and one of the principal Merchants of Calcutta.

Molovy Azeezullah.

Molovy Ifaas U Dien Hossain, commonly called Mew Hossien.

Golaum Sufder.

Molovy Mahomed Affur.

Mahomed Arreeth.

Nazir U Dien Mahomed.

Ally Nukkee Khan Behadre, the Nephew of the Nawaub Kefauyet Khan, the Nazim of Lahore.

Rumber Ally Khan, the Brother of Ally Nukky Khan.

Mahomed Ally.

Abool Kasim Khan, the Son of one of the Nobles of Hindostan.

Mahomed Saduck.

Molovy Mahomed Rubbejah Piddeiky.

Golaum Gefur.

Mahomed Ariff.

Abdhoo Mahomed Monaun.

Khan Jehan Khan Behadre.

Jesarut Jung, Grandson of Sujah Kooly Khan, Naib of the Nawaub Suja U Dowla, deceased.

Mahomed Kaufim Khan, Son of a Nobleman of Hindostan.

Syed Mahomed Khan, Son of a Nobleman of Hindostan.

Ally Nukky Khan, Son of a Nobleman of Hindostan.

Noor U Dien Mahomed.

Futteh Mahomed.

Mahomed Wazzer.

Sahab Dud Khan.

Secray u Dein Ally Khan, the Son of a great Man and a Teacher.

Syed Attur Ally Khan, the Son of Wullah Oolah Khan, one of the Munchubdars and Royal Physicians.

Mahomed Jummaul.

Moneer u Dien Sidduck, Mokurrem Ally.

Seiadat Ally Hossain Azmut Ullah.

Majeh Rajah Mahomed, the Nephew of Fukker u Toojaur, deceased, one of the first Merchants of Cashmeer.

Meer Abrop Faulib.

Murza Mahomed Jaffier, a Son of Mahomed Rauzim Khan Behader.

Mirza Mahomed Baker, a Son of Mahomed Razim Khan Behadre.

Nuzem u Dien Mahomed.

Rehncuin Boksh.

Nusser u Dien Mahomed.

Alabd Mahomed Hossain.

Mahomed Irmeul.

Fuzzallah Beg.

Dien Ullah.

Akbar Ally Hossain.

Syed Mahomed Zaker.

Rummauld u Dien.

Amuddy Sudduky.

Al Hajy Abdolah of Mecca.

Golaum Hyder Khan.

Moonshee Hyder Ally.

Molovey Syed Arzee u Dien Ally.

Syed Budder u Dien Ally Khan Behadre, one of the ancient Nobles of the Empire, the Vakeel of the Son of Sujah ul Dowlah.

Akbar Ally Khan, Son-in-law of the Nawaub Munnear u Dowla, deceased, who was a Counsellor of the Emperor Shaw Allum.

Hyder Ally.

Mahomed Zauker.

Meer Abdl Berhum Tubbah Tubbeh, the Brother of Mirza Kheattell, who was one of the Nobles of Persia, and in Hindostan the Vakeel of the Nawaub Mirza Muzziff Khan Zelfcher u Dowla, Amen ul Omrah.

Imaum Ally.

Khier u Behmeuim Dulleel u Dien.

Moonshee Mahomed Khan.

Moonshee Barkut Ullah.

Rujjib Ally Khan.

Safder Ally

Imaun Boksh.

Syed Hyder Ally, the Daroga of the Fouzdary Adawlut at Calcutta.

Shiek Waunis Ally.

Abb u Rufful, the Son of Khaujah Waffah, an eminent Merchant of Cashmeer.

Rafhid Ally.

Waurifs Ally.

Goloum Nobby.

Allah Ullah

Mahomed Koorum.

Mudnir Boksh.

Ashruff u Dowla.

Intizum ul Moulk Meer Bundee Ally Khan Behadre Sumshee Sung, Grandson of Syed Ameun Ullah Khan, one of the Nobles of the Emperor Allum Ghur.

Under this Seal is written in Arabic,

“ The Praises here bestowed on him are all short of those to which he is intitled
“ for his Justice and Equity,”

Molovy Mauzum Ally.

Abd Ullah.

Hyder Hossain.

Mahomed Golaub.

Syed Kudrut Ally.

Nujjiff Ullah.

Jaffier Ally Ruzoy.

Nuzummiel Ally Hossain.

Nazir Mahomed Khan, the Son of Joher Mahomed Khan, who was distinguished Chief of the Emperor, and Son-in-Law of the Nawaub Mund Khan.

Syed Mahomed Khan, the Son of the Nawaub Morud Khan, and Brother-in-Law of Nazir Mahomed Khan.

Mahomed Ramell, the Son of Nazir Mahomed Khan.

Abel Ul Ruffool Beg, the Brother of Nazir Mahomed Khan.

Mirza

Mirza Mahomed Wauris, the Son of Nazir Mahomed Khan.
 Mahomed Hossain.
 Shoker Ullah Hossain.
 Aboo Ally.
 Hajy Abd Rehum.
 Munsoor Ally Hossain.
 Syed Behadre Ally Khan.
 Buddee u Dien Mahomed.
 Akbar Ally.
 Amd Zumein Hossain.
 Moneer u Dien Sidduh.
 Budely Zumaun Hossain.
 Shech Mahomed Mukhean.
 Mahomed Ally Boksh.
 Mahomed Waulah.
 Ahum u Dien.
 Mahomed Auriff.
 Attah Ullah.
 Molovy Ruffyll Dien Mahomed.
 Arjun Jeynaul Jey Bunawary.
 Mahomed Muhheen.
 Iband Ullah.
 Golaum Hossain ul Hossain.
 Mahomed Khulleal.
 Bugwunt Row, the Vakeel of Maha Raja, Pateet Madagee Sindea Behadre.
 Roy Sunker Roy Behadre, the Vakeel of Beetel Row Sindea.
 Joraub Ally Hossain
 Shiruff u Dien Auhmed
 Mahomed Nukky.
 Rujjub Ally.
 Rainsing Roy, the Vakeel of Schwage Mohher Rajah Derajee Rajah Pertoub Sing,
 the Rajah of Joynagur.
 Pyror Mull, the Gomastah of Raja Cashmery Null.
 Muzu ul Huk.
 Mahomed Tuckey.
 Faay u Dien Mahomed.
 Golaum Ruffool.
 Gocul Chund Choley, the Vakeel of the Nawab Saadett Ally Khan Behadre, the Son
 of the Nawab Vizer ul Momaluck Sujaniat Dowler Behadre.
 Gopaul Chund Chobey.
 Mahomed Koheen Kooruty.
 Goloaum Shaw Murdaun.
 Himmueh Ullah Hossain.
 Reafut Ullah Ahmud.
 Odey Kurn Dofs Bridg Kun Cofs.
 Otum Chund.
 Judoo Ram Sing.
 Saheb Ram Muchhoon Loll.
 Jurrooffchund Ameer Chund.
 Monohur Dofs Dofs, the Son of Gopaul Dofs.
 Saw Goorfehpooy Corhaul Chund, the Gomastah of Gopaul.
 Dofs Saw.
 Raja Ram Manick Jee.
 Meer Syed Mahomed.
 Mahomed Tukky.
 Mahomed Azuz.
 Mahomed Ally.
 Macomed Zaumeer.
 Abdol Jelliel Hossain.
 Kumnier u Dieen.
 Afud Ally.
 Noor Ullah.
 Beer Bheum, the Vakeel of the Durwall Nuller O Dowla Dil Dillier Khan Behadre,
 the Brother of Nawaub Mozuffer Jung Behadre, who is the Son of Nawaub Ahmed
 Khan Behadre Ghautib Jung Bunguith.
 Sumbonaur, the Gomastah of Rajah Butcherage.
 Munfur Chund.

Tuzle u Dien Mahomed.
 Golaum Joumon Houssein.
 Moufa Ally.
 Kummer u Diem Amhed.
 Golaum Houssein Housseiny.
 Moory Loll, the Vakeel of the Nawab Fyzoola Khan, the Son of Ally Mahomed
 Khan, Inhabitant of Rungpore.
 Ahmedy of Mecca.
 Saad u Dien Ahmed.
 Booshaun Houssein.
 Mahomed Hatim.
 Zahoar ul Huk.
 Gholaum Byraum Houssein.
 Roo ul Ameen Houssein.
 Mohib Ullah Houssein.
 Mahomed Hakim.
 Omed Reza.
 Mahomed Monoi.
 Syed Suddun.
 Gool Mahomed.
 Mahomed Arhum.
 Deedar Mahomed.
 Golaum Ombeak.
 Khier u Dien Mahomed.
 Abdool Ally Houssein.
 Abdool Moally Houssein.
 Molovy Mahomed Yeafen.
 Molovy Burkut Ullah.
 Buddy u Zummaun.
 Moonshce Houssein Ally Houssein.
 Golaum Atkkeh.
 Molovy Mahomed Baher.
 Ballaby Hurt Dofs.
 Shree Narain Mostofy.
 Golaum Nubby.
 Hurry Ram Pundit.
 Sumboonaut Pundit.
 Raniseeta.
 Molovy Meer Jervod Ullah.
 Golaum Mostoptech.
 Meer Jaumy.
 Abdool Azuz.
 Sheih Azeem u Dien.
 Sumfu Dien Houssein.
 Mahomed Waujib.
 Bahadre Sing, Treasury—at the Khalsa Treasury.
 Rada Govind Gose.
 Anoop Narain.
 Ranikaunt.
 Gunga Persaud.
 Ranitoonsider.
 Shum Shunder.
 Rauzehund.
 Shahut Ram.
 Bugevun Ram.
 Ramkisshore.
 Jogyram.
 Ramram Rarcoon.
 Siviroom Loll.
 Purrum Sook.
 Ramsunker.
 Perbutty Churn.
 Sirridhur.
 Bolanaut.
 Nurling Ghose.
 Gopenaut.
 Ram Lochun.

Moonsthee Mungul Sing.

Moujyram.

Jugmohun.

Bondmull, Suvishtahdar of the Nushah of the Khalsa.

Berronaut Mullick.

Doolub Ram Sing.

Shaum Raum Seni.

Bolanaut Sing.

Shaum Sunder.

Hirogopaut Sing, the Son of Buken Sing, Canoongoe of the Pergunnah of Balagautch, in Sircar of Hadjeeport, in the Soubah Behar.

Kishen Mungul.

Kishen Mungul Dofs.

Nursing Dofs.

Gurmohun Ghose.

Sadooram Sein.

Goddur Seing.

Suddanund.

Doolol Sein.

Ramperfaud Dofs.

Lucheynarain Kunt.

Niel Kunt.

Moonsthee Kofaul Chund.

Gocul Chund.

Nuwajee Loll.

Birjomohun Sormah.

Moonsthee Hurnarain.

Nemoy Churn.

Durgachurn.

Rauznarain Surmah.

Kishen Kunt Surmah.

Sheonarain Ghose.

Ramnarain Surmah.

Mooty Loll Dey.

Sieb Ram Paul.

Juggernaut Sircar.

Juggomohun.

Ramconny Seal.

Biffimber Day.

Bushoon Churn Seal.

Ramperfaud Day.

Ruggho Mullick.

Chorton Churn Sear.

Sonauton Dofs.

Goumahum Ghose.

Rada Madow Dhutt.

Devim Dofe Ghose.

Ramnaut Mullick.

Sookchunder Dofs.

Bindabun Dofs.

Sundanunt Arnub.

Chotonchurn Chund.

Birdabun Seal.

Roychurn Dey.

Kofaul Chund.

Kishen Churn Arut.

Ramkissore Seal.

Sevo Sean.

Gopichurn Seal.

Kishenperfaud.

Choitun Churn Dutt.

Sookmoy Buriel.

Surgeechund Seal.

Chitunchurn Dutt.

Hurry Clofs Mullick.

Soobachund Deir.

Kishen Churn.

Sonatun Mullick.
 Monfookram.
 Bungfee Buddum Seal.
 Kuffaul Biffas.
 Kaum Zemaular.
 Radacaunt Paul.
 Lucheecaunt Burrell.
 Golukchund Mundel.
 Anumdram Dutt.
 Rasbaharry Dutt.
 Saroop Chund Seal.
 Guddadhur Dutt.
 Narain Seal.
 Konny Pauly.
 Sapply Ram Seem.
 Gocul Way.
 Gopee Churn Pudder.
 Allamaram Burrell.
 Moty Loll Paul.
 Sonatum Arnub.
 Roopchurn Seal.
 Gourchern Dey.
 Kisshen Churn Seed.
 Suring u Dein Turrufdar.
 Monnich Muraetel.
 Veffooram Surmerk.
 Konnaut Surmah.
 Dhun Ram Surmah.
 Shaum Sunder Surmah.
 Colly Perfaud Surmah.
 Colly Perfaud Surmah.
 Gunganarain Surmah.
 Bisshennaut Surmah.
 Shirst Dur Surmah.
 Cofaul Surmah.
 Ram Roy.
 Kaunt Naut Surmah.
 Gourree Kaunt Surmah.
 Gocul Sean.
 Modun Dofs.
 Neelam Bur Surmah.
 Hurrynaut Surmah.
 Murtum Dofs.
 Punchanund Surmah.
 Monohur Surmah.
 Gourhurry Dofs.
 Sheoram.
 Ramlochun Surmah.
 Shaumboonaut.
 Rammohun Surmah.
 Sunjeib Sing.
 Boyjeinaut Bose.
 Nemy Churn.
 Zoehun Surmah.
 Birjo Sunder Dofs.
 Ram Misser Ling.
 Ram Lochin Dofs.
 Sadda Sheo Surmah.
 Molukchund Surmah.
 Guggemant Surmah.
 Ram Vuttachage.
 Ram Kiffore Surmah.
 Ram Raunt Surmah.
 Hurriffchunder Dofs.
 Kisshen Kinter Sunnah.
 Ram Raunt Surmah.
 Hurriffchunder Dofs.

Kissen Kinber Sunnah.
 Bowanny Perfaud Seim.
 Ram Kessore Surmah.
 Ramjoy Surmah.
 Ramperfaud.
 Fatty Chund Dutt.
 Sery Chitunchurn Dutts.
 Nundkomar Bose.
 Dataram Surmah.
 Kissen Dofs.
 Hurry Deb.
 Ramperfaud.
 Colley Dofs.
 Munt Naick.
 Suttunjub Surmah.
 Subbanund Surmah.
 Combey Caunt Surmah.
 Neem Chund.
 Hurry Kissen Seen.
 Bowanny Metre.
 Ramjoy Mullick.
 Ramfunker.
 Gunganarain Dofs.
 Ram Dofs Dey.
 Ram Hurry Surmah.
 Sooknaut Dofs.
 Chundychurn Surmah.
 Hurriffchunder Surmah.
 Rasbaharry Metre.
 Gelaum Shaw.
 Golaum Nobby.
 Mahomed Wanful.
 Mahomed Soobhaun.
 Mahomed Kayem.
 Sheits Azuz Ullah.
 Fuzle ul Hossim.
 Sheck Golaum Rechamarry.
 Mahomed Azeen.
 Mahomed Soommy.
 Saum Sunder Surmah.
 Ramfunder Shaw.
 Mohun Loll.
 Mierhafiz Ullah Khan.
 Fizullah.
 Goorchurn Surmah.
 Dyaram Surmah.
 Bissen Churn Nundy.
 Ramchunder Sein.
 Gooperfaud Gore.
 Ramchunder Seen.
 Anundyram Turkfiddunt.
 Ganganarain Surmah.
 Comlaperfaud Durmah.
 Comlaput Roy.
 A Sarum, the Brother of Sunarain, Cannoogoe of the Purgunnah of Mane,
 in the Sircar Sarum.
 Junkyram.
 Banlyram.
 Hurrynarain Guft.
 Bissen Naut Surmah.
 Juggernaut Surmah.
 Gopinaut Dutt.
 Joyram Surmah.
 Kissenperfaud•Bose.
 Bulram Dew.
 Ramperfaud Dew Surmah.
 Manick Surmah.
 Nunduliel Turkchooramony.

Govindram Chuckerbutty.
 Gudebaur Surmah.
 Allabed Moherbun Sing.
 Ram Doyal.
 Breioy Anund Bose.
 Ruffskirk Loll.
 Ram Sing.
 Llenanaut Tervarry.
 Lookboll.
 Kurean u Deen.
 Mud'en Mitre.
 Cherra Mund Sing.
 Narain Mulick.
 Bullub Sing.
 Doomaul Sing.
 Purnraund Sing.
 Khiristram, the Cannoongoe of the Purgunnah of Kooreh.
 Rathaharry Cannoongoe.
 Ramshuin Mull.
 Ram Rany Mullick.
 Shums u Deen.
 Bachoo Sing.
 Rehem u Dien.
 Sehoram.
 Mahanund Nevauz.
 Ranchunder Dey.
 Ramhurry Ghofe.
 Moty Ullah.
 Ruffshen Ullah.
 Surage u Dein
 Benitaje.
 Gungaram Cannoongoe.
 Govindram Bore.
 Mahanund Debur.
 Bauze u Dien.
 Burghtah Rubrouz.
 Ram Dieb Surmah.
 Soddanund Surmah.
 Raja Koffore Bore.
 Budge Govind Dofs.
 Kuffaul Chund Bofs.
 Ram Gopaul Bofs.
 Gopecaunt Bore.
 Remcaunt Gore.
 Bullonagt Surmah.
 Juggut Anund Metre.
 Ram Lochun Dofs.
 Ram Kiffore Seam.
 Sheo Perfaud Surmah.
 Gour humy Dofs.
 Govindram Dofs.
 Guffam Dofs.
 Bhorrionaut Bore.
 Gungaram Pundit Opodah.
 Betraffore Surmah.
 Ragonaut Gore.
 Chordchurn Bore.
 Ranchunder Surmah.
 Denanaut Sein.
 Durgaram Surmah.
 Chuckoo Sirmah.
 Ramfunder Dofs.
 Gungadur Ghur.
 Nettah Nund Doy.

A true Copy.

E. Hay,

Secy to the Fort.

A true Translation.

(Signed)

G. F. CHERRY,
D. P. T.

Nº 32. Copy Translation of a Persian Address from other Inhabitants of the Town of Calcutta; which was delivered to the Secretary by Rupie Loll Dutt, and others.

C C C.

Translation of a Petition from Ruffick Loll Dutt, and Nemoy Churn Mullick, and Govind Chund Bylaik; and Loll Chund Mitre, and Nilly Anund Sein, and others, delivered by them to Edward Hay, Esq. Secretary to the Government.

We, your Petitioners, Inhabitants of the Town of Calcutta, do present to the Council an Address, which we have prepared under Signatures, relative to the Business of Mr. Hastings, together with a Copy thereof; and we do request, in Behalf of ourselves and other Persons who have signed the said Address, that the Council, having in their Kindness caused the same to be translated by the Officers of the Company, will be pleased to forward the Original and the Translation to England: What was necessary we have stated.—Furthermore, may the Sun of your Life and Prosperity ever remain resplendent.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T.

Translation of the Address delivered to Edward Hay, Esq. Secretary to the Government, by Ruffick Loll Dutt, Nemoy Churn Mullick, and others, Inhabitants of Calcutta.

It having at this Time come to the Hearing of all us the Gentry, Merchants, and other principal People of the City of Calcutta, Part of the Territories of the brave and noble English Company (whom may God long preserve in Prosperity!) that the exalted Rulers of England, and they who preside over the Courts of Justice, have received Doubt and Displeasure in their just Hearts against Mr. Hastings, upon a Suspicion that, taking the Money and Effects of us the Inhabitants of this Country by various Frauds and Artifices, he ruined the Government of the Company;—Therefore we, the People aforesaid; with a perfect Unanimity both in Expression and Meaning, do from our Hearts, and according to what we know and have heard, lay before the exalted Gentlemen aforesaid, for the Purpose of dispelling their Doubts, a true Representation of the Character of Mr. Hastings, from the Time that he was appointed to, and became invested, with, the Government of Calcutta till the End of his Administration. He was always occupied in the Welfare of the Ryotts and the Improvement of the Country, in the Support of the Weak, in healing the Oppressions and Injustice of bad Men, good Offices to the Great and Small, in the Preservation of the Rules of Government, and in Attention to the Rights and Degrees of Men nobly descended, in the Encouragement of Men of Merit and Learning, in establishing Allowances for Mussulmen, Doctors, and for Pundits and Students, and in supporting Colleges and Schools both for Mussulmans and Hindoos, in keeping alive the Learning of every Sect and Persuasion, in giving Ease to the Landholders and the Merchants, in dispensing Justice to the injured and oppressed, in speaking the Language of Consolation to the Humble as well as the Great, in conciliating the Hearts of Princes, whether Friends or Enemies, and in the Welfare of the Company. In short, throughout the Territories under the Government of the Company, there is not a single Individual who has not received from the Table of Mr. Hastings's Bounty whatever he was entitled to: And we, the Inhabitants of this Town of Calcutta, have for our own Parts represented only that which we have ourselves seen and heard of the Kindness, the Care, the Knowledge of what was right, and the Humanity of Mr. Hastings, who could distinguish what was just from what was unjust, who, in his Exemption from Avarice, was unequalled, the Fountain of good Dispositions, and the Assemblage of Mercies.—We were, and are, satisfied with and grateful to Mr. Hastings; and sweet and refreshing to our Tongues are the Words with which we utter his Praises.—Written on the 7th of Assin, 21st September 1788.

Hur Dew Roy Bonneyh,
Shaum Soonder Chuckerbutty,
Baunchehram Chuckerbutty,
Doorgachurn D°,
Kushenperlaud Huldar,
Tittoram Pucksaufy,
Ramconney Bonneyh,
Ramgunt Bonneyh,
Ramchund Callijeh,
Doorgaram Fagere,

Radachurn Chuckerbutty,
Radachurn Doy,
Mohunperfaud Fakoor,
Radamohun Chuckerbutty,
Kawnla Caunt Chuckerbutty,
Neelmuny Takoor,
Buncherain Chulleych,
Durgachurn Muckeyoh,
Gowrchurn Mullick,
Nemoychurn Mullick,

Adjoodeh Rum Ryfaick,
 Govind Chund Byfaick,
 Ramkishen Dofs,
 Srewh Ram Paul,
 Kishun Churn Adeh,
 Kishen Churn Chund,
 Rogonaut Dey,
 Goorchund Seal,
 Colly Churn Ghose,
 Gooroo Churn Bodhaul,
 Akur Mullick,
 Goluck Churn Mullick,
 Ramkushen Mullick,
 Bulram Chund,
 Sookmoy Budhaul,
 Sonatun Adhey,
 Adjudebah Ram Lakau,
 Kowul Loohun Dey,
 Narain Seal,
 Gopree Churn Muddun,
 Raulbeharry Dhure,
 Ramkissen Adeh,
 Adet Churn Day,
 Bindabund Chund Byfauk,
 Nity Chund Byfauk,
 Luckun Mundul,
 Surrop Seal,
 Lortuck Sien,
 Gopechurn Seal,
 Ramkifour Seal,
 Sham Churn Mullick,
 Ramperfaud Chund,
 Gour Chund Seal,
 Gopaul Adeh,
 Gourn Churn Dey,
 Gyarum Mettre,
 Gour Churn Dey,
 Bunsey Budden Seal,
 Praunkissen Sean,
 Ruffick Lall Dutt,
 Hur Loll Dutt,
 Ram Ram Sircar,
 Fuckerchund Tewary,
 Muddun Mohun Seal,
 Radakissen Dhur,
 Radamohun Mullick,
 Kishun Sein,
 Puddum Lochun Mullick,
 Ramperfaud Sein,
 Munnor Mullick,
 Chiten Churn Sein,
 Nittatund Sein,
 Chetun Churn Sein,
 Surroop Chund Sein,
 Chiten Dutt,
 Jugmohun Dutt,
 Radachurn Dutt,
 Bushno Churn Seal,
 Biffember Dey,
 Chitonchurn Adey,
 Bum Paul,
 Praboo Ram Doy,
 Juggernaut Doy,
 Bridy Doy,
 Goculchund Kirfinmoih,
 Loll Chund Mettre,

Banaraffy Gose,
 Lucky Kunt Paull,
 Surrop Chund Paull,
 Coolhaut Chund Paull,
 Hurry Churn Dutt,
 Chitontchurn Dutt,
 Hurry Dofs Mullick,
 Surrop Chund Paul,
 Nudeen Dofs,
 Raus Boharry Dutt,
 Lucken Mullick,
 Chilun Curn Dutt,
 Neel Money Dhur,
 Geery Dur Saw,
 Byjynaut Saw,
 Burchun Dutt,
 Heloo Sest,
 Biffumber Dhur,
 Kirparam Dhun,
 Sonatun Seal,
 Juggernaut Seal,
 Sookmy Dher,
 Chiturn Churn Seal,
 Jewun Dey,
 Nizhy Ram Dey,
 Gocul Mundy,
 Nitta Nund Dutt,
 Ruggonaut Sahay,
 Bushno Churn Seal,
 Nitta Nund Dutt,
 Rajah Pittumber Mitter,
 Munoor Mohun Dhun,
 Hur Dew Rami Seal,
 Anund Dutt,
 Teelock Ram Paul,
 Purboram Dhur,
 Rasoo Sahah,
 Kishurn Ram Bose,
 Bayhwunt Paul,
 Neelmoney Sahey,
 Ramfooder Mitter,
 Radachurn Seal,
 Geery Dhur Roy,
 Bulram Dey,
 Juggutram Paul,
 Chyton Byfauk,
 Conny Pawn,
 Luckykunt Burhaul,
 Attaram Burhaul,
 Nein Sean,

Moktaram Dey,
 Shaumchurn Mullick,
 Neelumber Seal,
 Sudda Nund Adeh,
 Surroop Chund Dey,
 Gocul Kishour Seal,
 Joogul Kishur Byfauk,
 Radakunt Paul,
 Roop Chund Dey,
 Fucker Chund Dey,
 Ruffick Roy,
 Gour Ferfaud Mullick,
 Gour Perfaud Mullick,
 Nemy Churn Dutt,
 Nund Keshour Foutchdar,

Qufwun Foutchdour,
Sectaram Seal,
Sausly Ram Sein,
Surroop Dutt,

Surrop Chund Seal,
Punchanund Pawn,
Ramchunder Chattjea.

A true Translation.

G. F. CHERRY,
D. P. Tr.

A true Copy.

E. Hay,
Sec^y to the Gov^t.

N^o 33. Translation of a Persian Address from other Inhabitants of the Town of Calcutta, which was delivered to the Secretary by Rauje Chund Roy, and others.

Translation of a Petition delivered to Edward Hay, Esquire, the Secretary of the Government, by Rauje Chund Roy, Pettumber Mittre, Durup Narain, Colly Perlaud Ghose, Tunnoor Dutt, and others, Inhabitants of the Town of Calcutta.

We, your Petitioners, Inhabitants of the Town of Calcutta, present to the Council an Address relative to Mr. Hastings, under our Seals and Signatures, together with a Copy thereof; and in Behalf of ourselves, and of the other Persons who have sealed or signed the said Address, do request, that the Council, having caused the same to be translated by the Officers of the Company, will be pleased to transmit the Original and the Translation to England.

What was necessary we have represented.

Translation of the Address delivered to Edward Hay, Esquire, Secretary to the Government, by Rauje Chund Roy, Pettumber Mittre, and others.

We, the greatest and principal People, Merchants, and others, Men of different Sects and Persuasions, Inhabitants of the City of Calcutta, Part of the Territories of the English Company, (whom may God long preserve in Prosperity!) having heard that the exalted Rulers of England, and they who preside over the Courts of Justice, have received Displeasure in their humane Hearts against Mr. Hastings, upon a Suspicion that he took the Money and Effects of us the Inhabitants of this Country by Fraud and Treachery, and entirely ruined the Government of the Company;—Therefore we, the People aforesaid, with a perfect Unanimity both in Expression and Meaning, according to the Precepts of our several Religions and Customs, the Observance of which we always make the Objects of our Hearts, do, for the Purpose of dispelling the Doubts of the exalted Gentlemen aforesaid, bring from behind the Curtain of Concealment, and place upon the public Seat of Notoriety, such a Representation of the Character, and such a Relation of the Words and Actions of Mr. Hastings, whose Disposition is worthy of all Praise, as is true, and certain, and fully proved, and clearly demonstrated, and free from Ornament and Exaggeration, from the Time that he was appointed to, and became invested with, the Government of Calcutta till the End of his Administration. He was always occupied in the Welfare of the Ryats and the Improvement of the Country; in the Support of the Weak, in healing the Oppressions and Injustice of bad Men, in good Offices to the Great and Small, in the Preservation of the Rules of Government, and in Attention to the Right and Degrees of Men nobly descended, in the Encouragement of Men of Merit and Learning, in laying the Foundations of Virtue, as for Example, by building Colleges and Schools, in keeping alive the Learning of every Sect and Persuasion, in giving Help to the Landholders and the Merchants, in dispensing Justice to the Afflicted and Oppressed, in speaking the Language of Consolation to the Humble as well as to the Great, in conciliating the Hearts of Princes, whether Friends or Enemies, and in the Welfare of the Company. In short, throughout the Territories under the Government of the Company, there is not a single Individual who has not received from the well-spread Table of Mr. Hastings's Bounty whatever he was entitled to: And we, the Inhabitants of this Town of Calcutta, have for our own Part represented only that which we have ourselves seen of the Kindness, the Care, the Knowledge of what was right, and the Humanity of Mr. Hastings, who could distinguish what was just from what was unjust, who, in his Exemption from Avarice, was unequalled, the Fountain of good Dispositions, and the Assemblage of Mercies.—We were, and are, in every Way satisfied with and grateful to Mr. Hastings; and sweet and refreshing to our Tongues are the Words with which we utter his Praises.—Written on the 2d Bhauden, 16th August 1783.

Ramnidde Sherma,
Ramhurry Sherma,
Ramrutton Sherma,
Cathinaut Baboo,

Dewan Dyale Chund,
Roy Hurryram Mullick,
Anundram Mullick,
Ruggooram Mullick,

Ramchurron

Ramchurron Sherma,
Sirre Narain Seit, Son of Rafbaharre Seit, Grand-
son of Shamfoonder Seit, the Son of Ba-
narife Seit.

Dataram Pundit,
Govurdan Pundit.—All this which is written is true.

Ramfoonder Meter,
Moonshay Imaum Buksh,
Arjoongy Nautjee,
Roy Huldar Sein,
Raja Petumber Meter,
Lolchund Meter,
Rada Mohun Photadar,
Ramperfaud Photadar,
Ramfoonder Meter,
Mannickchund Bose,
Hittoo Seit,
Nuttoo Paul,
Bhaugveet Sahaw,
Fuckerchund Sahaw,
Juggernaut Meter,
Santeram Meter,
Durrub Narrain Senmah,
Ramtunnnoo Dutt,
Cheituncherrun Dutt,
Ramnarain Sherma,
Ramfunker Sherma,
Cheitunchurn Bysauk,
Goorchurn Bysauk,
Radakishen Soor,
Nyan Soor,
Ramlochun Gose,
Dyaram Seit,
Kalliperfaud Gose,
Ramkashore Sherma,
Ramanund Roy,
Ramfoonder Roy,
Bennode Beharri Roy,
Raujchunder Roy,
Bishnoochurrun Bose,
Krishunchund Bysauk,
Cunhoy Lole Bysauk,
Muddum Gopal Roy,
Raay Bullub Sein,
Ramcunhoi Core,
Govindram Bysauk,
Annundhund Dut,
Durrup Narain Mitter,
Annunderam Dut,
Byjeram Shermah,
Goculchund Shermah,
Gapinaut Sherma,
Ramfoonder Sherma,
Ramhurry Gose,
Indur Narain Gose,
Ramtunnnoo Roy,
Telookram Gose,
Dyaram Sherma,
Puddumlochun Gongoly,
Koonj Behari Sherma,
Annundchund Dut,
Gokulchund Daus Gose,
Ramlochun Gose,
Permethry Sherma,
Aggyahram Sherma,
Joogulkishore Gond,
Nunddoolol Gond,
Shirre Narain Sherma,

Ramhurry Gose,
Mahadew Gose,
Ramonarain Belsaus,
Ramchunder Gose,
Juggernaut Gongoly,
Maunickchund Gose,
Goungechurn Dee,
Gunga Narain Daus,
Gopinaut Chuckervuttee,
Aggyram Chuckervuttee,
Shamfoonder Gose,
Ramfoonder Roy,
Gourichurn Daus,
Krishun Mohun Sircar,
Luckum Mundul,
Ramhurree Mundal,
Aggyram Saufy,
Sokmi Mundul,
Ramfunkeer Dofs,
Ramchunder Mundul,
Horrichurn Mullick,
Joogul Mundul,
Rammokun Praumaunick,
Nitty Nund Saumee,
Neelmunnee Saumee,
Jaggernaut Perfaud Dut,
Ramhurry Gose,
Autmerram Huldar,
Hurrikeshen Dee,
Aggyahram Paul,
Goculchund Nundee,
Jaggernaut Sircar,
Obhichurn Roy,
Ramgunga Binnoki,
Datteram Bennoke,
Ramram Dut,
Ramchunder Benoki,
Maunickchund Gose,
Bulram Gose,
Bhirochurn Roy,
Rhamnarain Choudry,
Berharidans Daus,
Annundiram Gir,
Ramnarain Sherma,
Brijgoo Ram Sherma,
Hurchund Sherma,
Munnohur Paul,
Gopinaut Gosaul,
Ramhurri Bose,
Ramchunder Bose,
Debychurn Sherma,
Ramfooder Metter,
Hurbishunchund Sherma,
Ramdeb Sircar,
Ramchurn Sherma,
Juggernaut Sherma,
Byjnaut Bunnyjea,
Ramram Seit,
Dateram Chuckervuttee,
Rhamlochun Chuckervuttee,
Joggutram Sherma,
Kalliperfaud Dut,
Chunder Shekur Mitter, Son of Doorgachurn
Mette,
Ramtunnnoo Mitter,
Maunickchund Chuckervuttee,
Annunderam Chuckervuttee,
Autmeram Chuckervuttee,

Bhowanneechurn

Bhowanneechurn Sherma,
 Deibechurn Sherma,
 Munnohur Gofe,
 Gooroopersaud Gofe,
 Ramhaunt Paulit,
 Kundurp Soor,
 Bulram Soor,
 Subbanund Roy,
 Gopihaunt Bofe,
 Juggatram Paulet,
 Bishunnaut Sherma,
 Neelmonne Mateyja,
 Rammochun Bofe,
 Ramchurn Paulet,
 Durap Narain Gofe,
 Ram Nundy Daus,
 Bindrabund Gofe,
 Taurnichurn Bofe
 Hurrekrishen Paul,
 Gunfaum Sein,
 Kewalram Gofe,
 Ramhaunt Mitter,
 Hurrikrishen Gofe,
 Kishen Mohun Gofe,
 Ranye Sherma,
 Ramloochurn Sherma,
 Ram Neddy Sherma,
 Ramthunker Daus,
 Ramneddi Cubberauje,
 Bulbudder Perrauree,
 Gourychurn Sherma,
 Jugmohun Sherma,
 Lohuram Sherma,
 Ramperfaud Sherma,
 Luckikaunt Sherma,
 Gourachun Dut,
 Neelmunnee Meter,
 Ramfoonder Bofe.
 Rugnaut Nandi,
 Radakaunt Kubberaje,
 Ramlochun Mitter,
 Gunganarain Bofe,
 Byjyram Bofe,
 Byjnaut Sherma,
 Gourikaut Bofe,
 Ranjy Seir,
 Seobram Dut,
 Juggernaut Bofe,
 Gokulchund Bofe,
 Seebchurn Binnoky,
 Myaram Gofe,
 Rummanund Dee,
 Gungadkur Paul,
 Praunhurri Gofe,
 Bauncharam Sing,
 Bunmauly Gofe,
 Ramfonder Bofe,
 Maunichund Chuckervuttee,
 Cripparam Kur,
 Ramloonder Gofe,
 Munnohur Sherma,
 Ramkaunt Daus,
 Gunga Biskén Sherma,
 Kumlakaunt Bofe,
 Hurrichurn Chuckervuttee,
 Gunputti Sein,
 Guddadur Dee,

Neelmunni Gofe,
 Ramdoolal Seal,
 Chundichurn Nauk,
 Anundiram Chuckerbuttee,
 Autmeram Chuckervuttee,
 Krisken Chund Mitter,
 Annunde Mitur,
 Radakaunt Chuckervuttee,
 Gokulchunder Mitter,
 Aggyarum Mitter,
 Shamsounder Chuckerbuttee,
 Ramchurn Chuckerbuttee,
 Seebchund Chuckervuttee,
 Gourhurri Biswas,
 Ramsunker Mitter,
 Dyarum Chaturjah,
 Kallifunker Shermah,
 Bancharam Shermah,
 Kalliperfaud Shermah,
 Babooram Sherma,
 Koonj Behary Binnoky,
 Obichurn Paulit,
 Jugmohun Sherma,
 Ramje Gofe,
 Shamsounder Gofe,
 Ramkishore Bofe,
 Bulram Gofe,
 Bulram Sing,
 Bhugutram Paul,
 Byjnaut Chatyjah,
 Atmeram Paulit,
 Ramsunker Nowky,
 Ragnaut Nowky,
 Muddun Mohun Poor,
 Gopee Mohun Nowky,
 Byjyannund Soor,
 Ramchunghoi Huldar,
 Ramlochun Roy,
 Ramsunker Mitter,
 Ramram Bofe,
 Gourychurn Paul,
 Rajchund Mitter,
 Ramlochun Mitter,
 Bryjoodhun Mundal,
 Doorga Churn Gofe,
 Jynarain Mitter,
 Deibnaut Dut,
 Jaggernaut Biswas,
 Tahkoor Daus Mitter,
 Santiram Mundal,
 Gunganarain Roy,
 Shamsounder Bofe,
 Ramtonoo Bofe,
 Ramnarain Sircar,
 Rasbehary Paul,
 Ramperfaud Biswas,
 Radhachurn Bofe,
 Ramchurn Bofe,
 Hurrinarain Gofe,
 Jynarain Bofe,
 Mookteram Mitter,
 Nesheram Sircar,
 Bendrabund Sahaw,
 Nerharee Sein,
 Ramdoolal Nauk,
 Ramram Sherma,
 Myusk Sherma,

Ramlochun Mokurjah,
 Kriffen perfaud Mokurjah,
 Kallachaund Ojah,
 Hurrinarin Sherma,
 Ram Gopal Sircar,
 Ramchunder Biswas,
 Byrochurn Daus,
 Ramhurri Bose,
 Bejyram Bose,
 Obhychurn Gose,
 Rammohun Bose,
 Durgah perfaud Mitter,
 Joogulkishore Sherma,
 Krishenram Bose,
 Kalliperfaud Bose,
 Bulram Gose,
 Govindram Dut,
 Lolchund Sing,
 Bhowany Churn Soor,
 Ramtunnoo Choudry,
 Jugmohun Sien,
 Maunickram Dut,
 Bhagirut Mitter,
 Goury Sunker Mitter,
 Annunderam Dee,
 Jaggernaut Photadar,
 Govindram Dut,
 Byjeram Daus,
 Bunnaun Sah,
 Munchur Sherma,
 Ramtunnoo Gose,
 Kalliperfaud Gungoly,
 Ramsunker Gose,
 Banckeram Mitter,
 Shamfoonder Gose,
 Chummul Lochun Daus,
 Ramnaut Nowky,
 Ramperfaud Sherma,
 Byjyram Dut,
 Munohur Sircar,
 Ramsunker Sein,
 Ramcunhoi Nowky,
 Atmaram Sein,
 Lukshmicaunt Gungooly,
 Cunnukram Bennoky,
 Nundoolal Bose,
 Kalliperfaud Sherma,
 Doorgoperfaud Dut,
 Kheimchund Roy,
 Neddiram Dut,
 Gokul Daus,
 Nyan Dut,
 Ramhurry Daus,
 Hurrinarain Dut,
 Kallifunker Dee,
 Deviperfaud Dut,
 Ramram Butta Ghaye,
 Ramnichun Gholaul,
 Ramsunker Bhuttacharje,
 Praunkriskin Sing,
 Radakrisken Sing,
 Abbyachurn Roy,
 Seetram Gose,
 Bowanychurn Bose,
 Pumnarain Motur,
 Krishencunt Sein,
 Petumber Bose,

Atmeram Bose,
 Ramnidhi Bose,
 Ramtunnoo Bose,
 Rammohun Bose,
 Jugmoheen Bose,
 Juggernaut Roy,
 Byjychund Dut,
 Byjy Anund Gose,
 Gokulchund Daus,
 Govurdun Mitter,
 Bhowanund Bose,
 Gourychurn Gose,
 Bowanychurn Dee,
 Ramsunker Dut,
 Muddun Mohun Gose,
 Ramperfaud Mitter,
 Ramnaut Bose,
 Ranijy Sing,
 Mookteram Mitter,
 Ramconhoi Mitter,
 Bulram Mitter,
 Neelmune Mitter,
 Ramtunnoo Mitter,
 Ramneddi Nundy,
 Permanund Mitter,
 Mullookchund Bose,
 Bindrabund Bose,
 Shamanund Dut,
 Rasbehary Dut,
 Mookteram Bose,
 Gourychurn Mitter,
 Nittanund Dee,
 Ramniddi Dee,
 Dyaram Dut,
 Ramdoolal Dut,
 Rumskishore Mullick,
 Ramtunnoo Biswas,
 Ramram Dut,
 Neelmuni Dut,
 Surmanund Mitter,
 Radhacaunt Gose,
 Lolchund Daus,
 Ramkishore Dee,
 Ramcunhoi Dee,
 Bhuggowty Sein,
 Dateram Sherma,
 Muddunmohun Ghose,
 Rammanund Mitter,
 Kallifunker Nowky,
 Ramchurn Daus,
 Gourachund Dut,
 Byjy Anund Daus,
 Sookmy Sherma,
 Ramchund Roy,
 Ramgopal Dee,
 Ignarain Sherma,
 Gunganarain Seir,
 Tahkoor Daus Barmeyja,
 Jagurnaut Gose,
 Moonthey Shumsudein,
 Moonthey Nuffeirudecir,
 Moonthey Mahomed Mookeram,
 Munnoohur Bose,
 Radacaunt Meyfomdar,
 Preimchund Sherma,
 Lolbehary Sherma,
 Mookteram Sein,

Seeteram Gose,
 Munnohur Sherma,
 Ram Caunt Dut,
 Goculchund Gose,
 Goculchund Bose,
 Kallichurn Dofs
 Taurachund Bose,
 Neelmunnee Sircar,
 Devychurn Gose,
 Binnoodram Butteyah,
 Guddadur Chund,
 Bowanny Churn Dut,
 Ramgopaul Gose,
 Dyaram Nowky,
 Nidhi Bose,
 Sahasram Bose,
 Bijoyram Sherma,
 Ramfunker Sherma,
 Ramdoolal Sherma,
 Jugneohun Dut,
 Byjynund Gose,
 Ramfoonder Sherma,
 Nundkishoor Dut,
 Byjyram Sherma,
 Shumbhoonarain Banajeah,
 Guddadhur Mitter,
 Kallichurn Roy,
 Kumlacaunt Sherma,
 Munnohur Biswas,
 Bhirochund Sherma,
 Praunbullub Sherma,
 Munnohur Sing,
 Maunickram Bose,
 Ramnidhi Sherma,
 Gourachund Sein,
 Ramcaunt Dut,
 Ramdoolal Sircar,
 Ramram Sing,
 Brejdoolal Dut,
 Maunickchund Sein,
 Atmeram Bhuttacharje,
 Ramhurri Sermah,
 Maunickram Sermah,
 Ranye Gose,
 Brejjoo Bhuttacharje,
 Nundoolol Roy,
 Kewelram Dee,
 Seeteram Shermah,
 Kerperam Gose,
 Rambullub Nauk,

Maunichram Gir,
 Bowanund Mitter,
 Ramchurn Sermah,
 Byragey Churn Gir,
 Ramcunhoi Mitter,
 Ramcaunt Dut,
 Krishun Ram Sircar,
 Doorgahnund Dut,
 Ramcunhoi Dut,
 Ramfoonder Choudry,
 Durupnarain Daus,
 Ramcunhoi Bennoky,
 Munnohur Sherma,
 Ramdoolal Daus,
 Ramdhun Sherma,
 Ram Suntoosh Gose,
 Juggutram Kur,
 Radachurn Kur,
 Breejoolal Sein,
 Goculchund Sermah,
 Ramram Binnoky,
 Ramruttun Sherma,
 Byjenaut Sherma,
 Radacaunt Soor,
 Rummanund Dee,
 Ramcaunt Dut,
 Bowanychurn Dut,
 Luckminarain Dutt,
 Rammohun Shermah,
 Munnohur Shermah,
 Rajchunder Sherma,
 Devichurn Bose,
 Ramfunker Paulet,
 Gunganarain Gose,
 Gungaram Budhar,
 Hirderam Banojah,
 Kuggoonaut Banyjah,
 Doorgachurn Chuckervuttee,
 Sookmy Tahakoor,
 Mohunperfaud Tahakoor,
 Sehufram Bose,
 Ramdoolal Sing,
 Gourychurn Gose,
 Ruggoonaut Mitter,
 Ramnedhi Daus,
 Ramjewan Gose,
 Kripperam Paul,
 Bhoomunmohun Soor,
 Aggyahram Soor,
 Munnohur Daus,

A true Translation.

(Signed)

G. F. CHERRY,
 D. P. T'.

A true Copy.

E. Hay,

. Secr^y to the Gov^t.

N^o 34. Letter from the Rector and Churchwarden of the Greek Church.

To Edward Hay, Esq. Secretary to the Government.

Sir,

Enclosed we have the Honour to send you an Address to the Court of Directors in Favour of Mr. Hastings, signed by ourselves and all other the Principal Members of the Greek Church in Bengal. The Original Address in modern Greek is accompanied by a Copy and an English Translation of it. The Original and the Translation, we humbly request, may be transmitted to the Honourable Court of Directors by the earliest Conveyance.

We have the Honour to be,

Sir,

Your most obedient, humble Servants,

(Signed) C. PORRTHENIO, Rector of
the Greek Church of Calcutta.

(Signed) MAUNODY KYRIAKOR,
Churchwarden.

Fort William,
8th January 1789.

A true Copy.

E. Hay,
Sec^y to the Gov^t.

N^o 35. Copy Translation of a Greek Address from the Rector, and other Members of the Greek Church.

Translation of an Address from the principal Members of the Greek Church in Bengal, to the Honourable Court of Directors of the East India Company.

We, the Offspring of Hellas, called by Europeans Greeks, now residing for Commercial Purposes in Calcutta, and other Places in the Kingdom of Bengal, all and each of whom, except only one or two, came into this Country since the Commencement of the Administration of Warren Hastings, the late glorious and exalted Governor of Bengal, and of all East India, trading in and about these Parts free and unmolested.—We, the said Greeks, during the happy Days of the said late Governor Warren Hastings, having often been protected, and justly supported, by him, and having also been encouraged by his noble Succour and Assistance to raise, in this City, a holy Temple, in Honour and Glory of our Saviour's Transfiguration in Mount Thabor, to the End that we might be fixed in this Country, and that this our Church should remain as the Foundation of an Establishment for us, and for our Successors, being of the same Nation and Religion. We, at the same Time, considering ourselves lawful Subjects of His most high, powerful, and sacred Majesty the King of Great Britain, for whose Permanence, Prosperity, and Happiness, we, as by our Duty indispensably bound, do offer up to the Almighty God our daily Prayers: Forasmuch as we have heard, with deep Regret, that the said late Governor General Warren Hastings is prosecuted; and being, on our Parts, most perfectly and heartily satisfied with his wise and upright Government, as well as gratified by the pious and great Works which he rendered to us with his usual Benevolence—do take the Liberty of testifying and declaring, by this humble Representation, his Christian and universal Character, his beneficent and charitable Disposition towards all Mankind, his just and impartial Love for all the Native Inhabitants, whether high or low, of this Kingdom, and his fervent Zeal for the Prosperity of the Country in general, and of every Individual, manifesting to all and every of them Marks of paternal Affection, and stretching forth his Hand to those whom he found in indigent Circumstances, and destitute of the Necessaries of Life. He was a zealous Patron for the Dispensation of Justice to every Individual, and a faithful Balance of Equity. In a Word, he was enriched with all humane and moral Endowments, and famous not only for his moral and political Virtues, but worthy of Praise, and to be highly spoken of for his Desire to obtain and to improve the Literature of this Country. All which Excellencies will render him admired, and immortal, throughout the universal World.

We therefore, the small Number of Greeks residing in Calcutta, and dispersed throughout Bengal, in true Testimony of our great Gratitude for the many Benefits which we have received from the late Governor, Warren Hastings, do join with all the World in declaring our Sentiments in Favour of the Character of our worthy, wise, and humane Patron, the late Governor General; and have hereunto humbly set our Hands, this 13th Day of December 1788, O. S.

Parthenio, Rector of the Church of Calcutta, and a Native of Corfew.

Nathaniel, a Native of Cyphanus, a Priest and Monk of the Convent of Mount Sinai, and Rector of the Church at Calcutta.

Panageotes Alexius, of Philopolis.
 Mavrodís Hiriacos, Warden of the Church at Calcutta, and a Native of Philopolis.
 George Leondew, a Native of Smyrna.
 Demetrius Georgius, from Bythenia.
 Shereen Hadjy, Ibraheem of Cæsaria.
 Athenasias Theodore, from Prusa.
 Theo Charis, from Arta.
 Joannes Demetrius, from Mytilyne.
 Jacobus Haujy Hofma, from Cæsaria.
 Angelus Dadelco, from Philopolis.
 Christodolo, Son of Papa Nicolai, from the Island of Neos.
 Panageotis Demetrius, from Kely.
 Angelos Doocos, of the Island of Corfew.
 Christodolos Mavrody, of Philopolis.
 Emanuel Demetrius, of Albania.
 Demetrius Galonos, from Athens.
 Georgius Panagetos, from Philopolis.
 Alexandros Panageotis, from D°.
 Anastasius D°, from D°.
 Joannes D°, from D°.
 Potos Haujy Abraham, from Cæsaria.
 Jacob D° Ifaah, from D°.
 Alexius D° Abraham, from D°.
 Simeon D° D°, from D°.
 Joseph D° D°, from D°.
 Johannes D° Ifaah, from D°.
 Lucos Theodore, from Magnesia.
 George Careeda, from Phylopopolis.
 Sotures Anthony, from D°.
 George Athenasius, from D°.
 Constantinus Theqdorus, from D°.
 D° Shahing, from D°.
 Michael Andrew, from D°.
 • Demetrius George Calogrethy, from the Island of Neos.
 George Demetrious, from D°.
 Nicholas Marinus Calonas, from D°.
 Marinus Nicholas Calonas, from D°.
 Demetrius Christodolo, from Phylopopolis.
 Michael from Constantnope.
 George Alexander, from Phylopopolis.
 Leontheus Christodolo, from D°.
 Alexander Keeriacos, from D°.
 Basileus Haujy Contrantine, from D°.
 Simeon Georgia, from Georgia.
 Michael Anthony, from the Island of Naxia,
 George Anthony, Native of Calcutta.
 Theodorus James, from the Island of Samos.
 Nicholas, from Crete.
 Sabas, a Slavonian.
 Pannagiotis, from Kheletos.
 George Angelo, from Phylopopolis.
 Constantine of Trapazandios.
 Jordan, from Cæsaria.
 Joannes Garaganos, from Georgia.
 Anastasius Constantine, from Phylopopolis.
 Soteres Slogew, from D°.
 Nicholas Spiredon, from Crete.
 George, from Aphalonia.
 Stamatis Demetrius, from Rhodes.
 Zacharius, from D°.
 John, from Kely.
 Athanasius Demetrius, from Phylopopolis.
 Demetrius Eleijah, from D°.
 George Angala, from D°.
 Anthony Phoskolos, from the Island of Jineus.
 Mathew Anthony, from D°.
 Joannes, from Khely.
 Thalifinos Haujy Peter, from Trapezon.

Boikos Neno, from Phylopopolis.
Paulee Stratee, from Myteline.

A true Translation.

(Signed) C. PARTHENIO.

A true Copy.

E. Hay,
Sec^y to the Gov^t.

N^o. 36. Translation of Persian Addresses from the Rajah of Tumlook; from the Ranny of Mysadel; from the Ranny of Hidgelce; from the Rajah of Hidgelce; and from the Rajah of Sujamootah; presented by their Vackeels.

k k.

Paper delivered by the Vakeel on the Part of Rajah Anundenarain, Zemindar of Pergunnah Tumlook 17 Anna Share, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Rajah Anundenarain, Zemindar of Pergunnah Tumlook (7 Anna Share).

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God, in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England:—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government, no one experienced from him other than Protection and Justice, never having felt Hardships from him, nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Fore-sight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation

(Signed)

G. F. C H E R R Y.

D. P. Tr.

A true Copy.

E. Hay,
Sec^y to the Gov^t.

l l.

Paper delivered by the Vakeel on the Part of the Ranny Jannekee, Zemindar of Pergunnah Mysaudel, &c. and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Ranny Jannykee, Zemindar of Pergunnah Mysaudel.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformably to the Decrees

Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England:—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud; and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him, nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation.

(Signed)

G. F. C H E R R Y,
D. P. T.

m m.

Paper delivered by the Vakeel on the Part of the Ranny Sougundah, Zemindar of Dooroodumnam and Manchamootah, &c. in Chucla Hidgelee, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Ranny Sougundah, Zemindar of Dooroodumnam and Manchamootah, &c. in Chucla Hidgelee.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country: Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and, by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England: That Mr. Hastings distributed Protection and Sincerity to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor even know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us, and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror; he tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation.

(Signed)

G. F. C H E R R Y,
D. P. T.

A true Copy.

E. Hay,

Secy to the Govt.

Paper

n n.

Paper delivered by the Vakeel on the Part of Rajah Beernarain, of Pergunnah Jellamootah, &c. in Chucula Hidgelee, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Rajah Beernarain, Zemindar of Pergunnah Jellamotah, &c. in Chucula Hidgelee.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us, Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts remove the Doubts that have possessed the Minds of the Gentlemen in England:—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppression by his Justice; and by this Conduct he secured Happiness and Joy to us. He established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated me with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation.

(Signed) G. F. CHERRY,
D. P. T.

A true Copy.
E. Hay,
Sec^y to the Fort.

Comp^d.
Andr^m Gardener.

O O.

Paper delivered by the Vakeel on the Part of Rajah Debindurnarain, Zemindar of Purgunnah Soujahmootah, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

Under the Seal of Rajah Debindurnarain, Zemindar of Purgunnah Soujahmootah.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country;—Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England:—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort

Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace: We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

A true Translation.

(Signed) G. F. CHERRY,
D. P. Tr.

A true Copy.

E. Hay,
Sec^y to the Fort.

N^o 1. Copy of a Letter from the Deputy Persian Translator, dated the 9th March.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

In continuation of the List accompanying my Letter, under Date the 9th January last, I have the Pleasure to forward you the Translations and Originals of two Addresses in Testimony of the Sense entertained by the Subscribers to them of Mr. Hastings.

Calcutta,
9th March 1789.

I am, Sir,
Your most obedient Servant,
(Signed) G. F. CHERRY.

Continuation of the List accompanying my Letter 9th January 1789.

D D D.

Address from the Inhabitants of Rungpore.

d d d.

Translation of D D D.

E E E.

Address from the Inhabitants of Chittagong.

e e e.

Translation of E E E.

Examined J. W.

(Signed) G. F. CHERRY.

A true Copy.

E. Hay,
Sec^y to the Gov^t.

N^o 2. Copy of a Letter from the Collector of Rungpore, Persian Address, transmitted by him, marked D D D, with a Translation.

To Edward* Hay, Esquire, Secretary to the Government.

* Sic in Orig.

Sir,

Having received from Mr. Samuel Bird of Chittagong the accompanying Paper, signed by the Zemindars, &c. of that District, expressive of their Satisfaction in Mr. Hastings's Administration

in this Country, and understanding that it is proper I should forward it to you for the Purpose of its being laid before the Governor General in Council, I beg Leave to request you will be so obliging as to present it to the Board as soon as convenient.

I have the Honour to be, Sir,

Your most obedient Servant,

(Signed)

JOHN RUWLINS.

Calcutta,
20th February 1789.

A true Copy.

E. Hay,

Sec^y to the Govt.

e e e.

Paper transmitted by the Collector of Chittagong, received 27th February 1789, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

We the Cannongoes, Zemindars, Choudries, and Talookdars of Chucila Chittagong have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England—That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlements and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Dispair †. He displayed his Friendship and Kindness to all. He destroyed ‡ the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice, and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit § what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Mahomed Azum.
Luchun Sing, Choudry of Hattia.
Rostom and Rofum, Chowdries of Chuchla Bourngabad.
Mahomed Mokin.
Caunoo Sing and Sheik Muccoo Nazir Cazi Mahomed.
Sheik Fyze Jumma.
Deby Persaud.
Shady Khan.
Aulick Mahomed.
Hossein Imail.
Futteh Shaw.
Sookloll Chowdry.
Ragoo Maun.
Mahomed Caamil.
Ally Rofun.
Vyan Sook.
Cartieram, for Ram Rutton and Seddanund.
Bridge Bullub Dofs.
Raje Doolub.
Walliah Hossein, of Doulen Chucila Nowd.

Jaun Baker.
 Seefforam, for Futteh Mahomed.
 Ranny Rossheny, of Baunshy Colly.
 Abul Guffoor.
 Aufuck Akbar.
 Caamaul Ashrup, of Chucla Nizampore.
 Sheik Musbara.
 Peranah Bullub.
 Bissenram
 Bridge Loll.
 Ojodaram.
 Sookdee Roy.
 Lolla Beeby.
 Cossim Munrus.
 Bhawany Roy.
 Niamut Khaun.
 Hunglaram.
 Taje Sing.
 Nundram.
 Joynarain Goffaul.
 Sunnatun Roy.
 Imaun Bliksh.
 Rumjaun Ally, Son of Caamdar Ally Chowdry.
 Azeer Taker Chowdry.
 Hossien Muckein Chowdry.
 Sheik Dowler, written by Verjit ullah, Son of Molewy Gurribullah.
 Ahmid, of Baunscolly.
 Mahomed Waffid, for Boody Chowdry.
 Abdul Muzzeed.
 Nundram Hoja, Gomastah, of Shilnarain Sroomutram and Jegernaut.
 Mahomed Messa, of Pergunnah Harach.
 Akbar Ally, Chowdry of Nizampore.
 Joy Chutternarain Cannongoe.
 Goury Sunker Byjonothe Cannongoe.
 Ram Surrin Cannongoe.
 Rajekeshon Cannongoe.
 Inder Gossinaut Cannongoe.
 Mahomed Muswood.
 Ashruff Mahomed, for Warris.
 Mahomed Baker, Son of Jaun Khan.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

A true Translation.

(Signed)

G. F. CHERRY,
Dep. Perf. Transr.

3. Copy of a Letter from the Assistant to the Collector of Chittagong, Persian Address, transmitted by him, marked E E E, with a Translation.

To Edward Hay, Esquire, Secretary to the Government.

Sir,

Fort William.

Zemindars, Chowdries, and Cannongoes of the Districts of Rungpore, having this Day presented to me a Persian Paper, testifying their Satisfaction with the Administration of the late Governor General, Warren Hastings, Esq. I beg Leave, in conformity to the Orders communicated to me in your Letter of the 31st March, to forward it to you enclosed, together with the Translation of an Address which was presented to me at the same Time, bearing the Signatures of the same Persons whose Names are signed to the Persian Paper.

I have the Honour to be,

Sir,

Your most obedient and most humble Servant,

(Signed)

D. H. M'DOWALL,
Collector.

Rungpore,
2d January 1789.

A true Copy.

E. Hay,

Sec^y to the Gov^t.

Paper

d d d.

Paper transmitted by the Collector of Rungpore, received 2d February 1789, and translated pursuant to an Order from the Governor General in Council, dated 27th April 1788.

We, the Cannongoes, Zemindars, Chowdries, and Talookdars of Rungpore, have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force, and ruined the Country; —Therefore we, upon the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England —That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all.—He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government, no one experienced from him other than Protection and Justice, never having felt Hardships from him; nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it; but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Dispair*. He displayed his Friendship and Kindness to all. He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice; and by this Conduct he secured Happiness and Joy to us. He established the Foundation of Justice; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us, satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that had happened from him.

The Signatures to this Address.

Shaamkeshwur Dofs, Proprietor of 1st Division of Chucla Couchyhaut.
 Sheikkhy ullah, Proprietor of 2nd Division of Chucla Couchyhaut.
 Collyperfaud Dhur, Proprietor of 4th Division of Chucla Couchyant.
 Ramcaunt Dhur.
 Ram Rooder Dofs, of Chucla Cockna.
 Joy Doorga Debea, of Pergunnah Munna.
 Shree dhur Serma, of Futtehpoor.
 Bhyrub Chunder Serrna Boonmundonga.
 Mohendernarain Roy Sing, his Gumaltah Gawind Persaud Metre.
 Cossicaunt Serma.
 Rodge Chunder Serma.
 Bokerdeb Serma.
 Pertaub Sing deb, of Poonga.
 Shib Chunder Nundy, of Chuckla Futtehpore.
 Mun Mohun Dofs.
 Ragober Deb Dofs.
 Hurry Deb Serma.
 Neelmony Serma.
 Soorjee Persaud Serma.

A true Translation.

(Signed)

G. F. CHERRY,
 Dep. P. Transl.

Examined.

J. W.

A true Copy.

To Edward Hay, Esq. Secretary to the Government.

Sir,

In Addition to the Addresses presented by the Natives of these Provinces, in Testimony of their Sentiments relative to Warren Hastings, Esq. and forwarded you with my Letter under Date the 9th March 1789, I have now the Pleasure to transmit you others presented by the Vackeels, according to the accompanying List in English, and the Persian Originals.

I am Sir,

Calcutta, 6th August 1789.

Your most obedient humble Servant,

A true Copy.

(Signed)

G. F. CHERRY.

John White, P. Tr.

Continuation of the List accompanying my Letter of the 9th March 1789.

F F F.

Address from the Inhabitants of Purnea.

f f f.

Translation of F F F.

G G G.

Address from Rajah Chytan Sing, Zemindar of Bishenpoor.

g g g.

Translation of G G G.

(Signed)

G. F. CHERRY,

P. Sr.

Comp^d.
W^m Sadlier.

A true Copy.

J^{no} White.

f f f.

Under the Seals and Signatures as underwritten :

We the Cannongoes and Chowdries and Zemindars of the District of Poornea have heard that the Gentlemen in England are displeased with Mr. Hastings, on Suspicion that he oppressed us Inhabitants of this Place, took our Money by Deceit and Froce*, and ruined the Country ;—Therefore we, upon * Sic in Orig. the Strength of our Religion and Religious Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude, Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding ; and by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in England. That Mr. Hastings distributed Protection and Security to Religion, and Kindness and Peace to us all. He is free from the Charge of Embezzlement and Fraud, and his Heart is void of Covetousness and Avidity. During the Period of his Government no one experienced from him other than Protection and Justice, never having felt Hardship from him, nor did the Poor ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice. He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair. He displayed his Friendship and Kindness to all ; he destroyed the Powers of Enemies and wicked Men by the Strength of his Terror. He tied the Hands of Tyrants and Oppressors by his Justice ; and by this Conduct he secured Happiness and Joy to us. He re-established the Foundation of Justice ; and we at all Times, during his Government, lived in Comfort, and passed our Days in Peace. We are many, many of us satisfied and pleased with him. As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion, and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortunes and Accidents. In every Sense he treated us with Attention and Respect.—We have represented without Deceit what we have ourselves seen, and the Facts that happened from him.

The Seals and Signatures to this Address.

Imam Buksh, Chowdry of Tuppa Nuckpoora, in Pergunnah Booje Rye.
 Kubbub Ulla, Chowdry of D° D°.
 Hurry Loll Sing, Zemindar of Pergunnah Arza.
 Rummul Nyan, Zemindar of Pergunnah Beore.
 Dubnarain Roy, Zemindar of Pergunnah.
 Cudbee, the Son of Chundernarain Roy, deceased.
 Dorlob Sing, Zemindar and Cannongoe of Pergunnah Terafabod.
 Hurry Sing Dols, Zemindar and Cannongoe of Pergunnah Paya Colly Tangrar, and
 Cannongoe of Pergunnah Futtehpoore Singra.
 Kishen Chunder Metre, Zemindar of Pergunnah Beve Hubba, Son of Nockenaul, de-
 ceased.
 Grooperlaud Dofs, Zemindar and Cannongoe of Pergunnah Delawunpoor.
 Chundy Perlaud, Zemindar of Pergunnah Delawarpore.
 Mehendernarain Dofs, Zemindar and Cannongoe of Tuppa Muthrapore and Havely Ta-
 jepore, &c. the Son of Collyperlaud, deceased.
 Shaam Sunder Dols, Zemindar and Cannongoe of Pergunnah Khoaba, &c.
 Durgaperlaud Dofs, Zemindar and Cannongoe of D°.
 Gourynoth Gofe, Zemindar of Pergunnah Havely, &c. Sirkar Tujepore.
 Shebnoth, Zemindar of Pergunnah Havely, &c. Sirkar Tujepore.
 Ranny Indeabutti, Cannongoe of Pergunnah Coomary Poor.
 Myanoth Roy, Cannongoe of Serkar Purnea.
 Budgenoth Roy, Cannongoe of Serkar Purnea.
 Rajah Taken ul Dun Hossien, Zemindar and Cannongoe of Pergunnah Subjah-poor.
 Seal and Signature of Ranny Indrabutti, the Widow of Indernarain Roy, deceased,
 Zemindar of Pergunnah Havely Purnea, &c.
 Hurry Chunder, Cannongoe of Pergunnah Durmpoor.
 Mahomed Danab.
 Noorally Khan.
 Seal and Signature, Impression on the Seal from the Koran.
 Seed Amaun Ally.
 Kurrum Ally Khan.
 Seal of Golaum Hyson.
 Seed Bernut Ally.
 Nokenoth Cannongoe.
 Mooleyram Cannongoe.
 Mother of Deebyperlaud, Cannongoe of Pergunnah Cudra.
 Widow of Cromur Sing, Cannongoe of Pergunnah Cudra.
 Gungawarar, Cannongoe of Pergunnah Cudra.
 Madho Sendy Behadre, Zemindar of Pergunnah Durmpoor.
 Gopi Caunt Roy and Rajender Roy, Cannongoes of Pergunnah Durmpore.
 Burkul ulla, Zemindar of Pergunnah Burrub, &c.
 Shuk Yor Mahomed.

A true Translation.

Comp^d.
W^m Sadlier.

A true Copy.

Jn^r White.(Signed) G. F. CHERRY,
P. T.

g g g.

Papers received the 5th August 1789, and translated pursuant to an Order from the Governor
General in Council, dated 27th April 1788.

Under the Seal of Rajah Chyton Sing, Zemindar of Bishenpore.

I have heard that the Gentlemen in England are displeased with Mr. Hastings, on Sul-
 pition that he oppressed us Inhabitants of this Place, took our Money by Deceit and Force
 and ruined the Country;—Therefore we, upon the Strength of our Religion and Religio-
 Tenets, which we hold as a Duty upon us, and in order to act conformable to the Decrees of
 God in delivering Evidence, relate the praise-worthy Actions, full of Prudence and Rectitude
 Friendship and Politeness, of Mr. Hastings, possessed of great Abilities and Understanding; and
 by representing Facts, remove the Doubts that have possessed the Minds of the Gentlemen in
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 of Covetousness and Avidity. During the Period of his Government no one experienced from
 him other than Protection and Justice, never having felt Hardship from him, nor did the Po-

ever know the Weight of an oppressive Hand from him. Our Characters and Reputations have been always guarded in Quiet from Attack, by the Vigilance of his Prudence and Foresight, and preserved by the Terror of his Justice.—He never omitted the smallest Instance of Kindness and Goodness towards us and those entitled to it, but always applied, by Soothings and Mildness, the Salve of Comfort to the Wounds of Affliction, not allowing a single Person to be overpowered by Despair.—He displayed his Friendship and Kindness to all.—He destroyed the Powers of Enemies and wicked Men by the Strength of his Terror.—He tied the Hands of Tyrants and Oppressors by his Justice, and by this Conduct he secured Happiness and Joy to us.—He re-established the Foundation of Justice; and we at all Times during his Government lived in Content, and passed our Days in Peace.—We are many, many of us satisfied and pleased with him.—As Mr. Hastings was perfectly well acquainted with the Manners and Customs of these Countries, he was always desirous of performing that which would tend to the Preservation of our Religion and of the Duties of our Sects, and guarded the Religious Customs of each from the Effects of Misfortune and Accidents.—In every Sense he treated us with Attention and Respect. We have represented without Deceit what we have ourselves seen, and the Facts that have happened from him.

A true Translation.

(Signed)

G. F. CHERRY,

Pr. Tr.

A true Copy.

John White.

The Counsel for the Defendant stated, that they proposed to adduce the remaining Documents, with the Consent of the Managers; namely, the Address of the British Inhabitants of Calcutta, made to the Defendant upon the Eve of his Departure from Calcutta; and also the Address of the different Departments of the Army, and the Thanks of the Court of Directors and Proprietors. The Managers for the Commons consented to the same.

Accordingly the separate Papers above produced by the Witnesses were read as follows:

To the Honourable Warren Hastings, Esquire, Governor General.

Sir,

We, the British Inhabitants of Calcutta, impressed with real Concern at your Departure from India, intreat your Acceptance of this Public Tribute, in Testimony of our general Satisfaction in the whole Tenour of your long Administration, and our lasting Sense of your many patriotic Exertions.

For a Series of Years, we have uninterruptedly enjoyed, under your Government, the Blessings of private Comfort, and Public Tranquillity, and no one can recollect a Period wherein impartial Justice, political Wisdom, and a liberal Attention to the Rights of Individuals, were more eminently conspicuous.

We have seen you in many of the most critical Situations to which political Life can be exposed; in none of these have we perceived you to deviate from the Dignity of your Station, the Integrity of your Character, or the Vigour of your public Conduct: In every Vicissitude you have been provident and collected, and whilst you have proved yourself invulnerable to Inturrection, you have equally displayed yourself superior to Calumny.

The grand Outlines of the Connection by which this Country is united to Great Britain have been, under your Auspices, precisely ascertained, and its Continuance decisively secured. The unwieldy System of the double Government has been reduced to Order and Simplicity. The Administration of civil and criminal Justice, instead of a Burthen on Individuals, or an Engine of Corruption, has under your prudent Reformation become a Blessing to ten Millions of People. Arts have been uniformly patronised. The Channels of Communication between ourselves and the Natives have, by your liberal Encouragements, been opened, and our Settlement has increased to a Degree of Magnitude and Splendour, which evinces the Wisdom of your Measures, and the Mildness of your Government.

While the rest of India looked up to you alone for their Preservation from the Distractions of War and the Desolations of Famine, we have enjoyed an uninterrupted Plenty and Security, Blessings which, while we continue to possess, we shall never cease to remember were procured for us by your spirited Measures, which have raised upon the most solid Basis the Superstructure of public Happiness.

May that Happiness, and every other, be secured to you during the remaining Period of your Life, which can arise from the Possession of unfulfilled Virtue, and the Consciousness of unremitting Labours for the good of Society; and may you be blest, on your Return, with the brightest Re-

ward

ward a Patriot Mind can court, the Applause of your Sovereign, and the Gratitude of a Country to which you have proved yourself so illustrious an Ornament.

We have the Honour to be,

Calcutta,
1st Feb. 1785.

Honourable Sir,
Your most obedient, humble Servants,
&c. &c.

Stephen Bayard.
Charles Chapman.
David Anstruther.
Walter Gowdie.
Robert M^rForlane.
Samuel Watfon.
George Williamfon.
William Johnson, } Chaplains.
Thomas Blanshard, }
Charles Johnston.
William Larkins.
D. H. M^rDowall.
R. Grindall.
James Stark.
Charles Stuart.
John Duncan.
George Dallas.
Edward Colebrooke.
Thomas Graham.
A. Hefilrige.
A. A. Barber.
H. G. Honycomb.
W. Wroughton.
John Scott.
J. Y. Bradford.
J. Lumsden.
Edward Terella.
C. Croftes.
James Robertfon.
Claud Alexander.
David Anderfon.
Lewis Thomas.
John Anderfon.
C. Cockerell.
Samuel Middleton.
William Charles Alfton.
Thomas Thompson.
John Mowbray.
F. Le Blanc.
John Bebb.
John Mall.
R. C. Plowden.
John Zeah Kiernauder.
R. W. Kiernauder.
A. Montgomerie.
Z. Holts.
V. Ivory.
R. Goodlad.
P. Touchet.
Coftantino Parthenio.
H. P. Forfter.
John Miller.
G. M. Kinderdine.
Robert Morfe.
G. Foxcroft.
J. Railowe.
W. Fufton.
W. Toone.
John Fombelle.

G. Irving.
G. Dowdeswell.
Henry Pemberton.
B. Hartley.
Angelo Ferramondo.
C. Ranken.
R. S. Perreau.
S. R. Jackson.
W. Jackson.
Francis Gladwin.
Alexander Lennox.
William Mackintosh.
R. Gillespie.
James Agg.
A. Willand.
Thomas Philpot.
J. M. Clary.
W. Haverkam.
C. Oldfield.
C. Benezet.
William Smoult.
J. Pearce.
J. Evelyn.
D^r Killiam.
Herbert Harris.
Ab^m Caldicott.
Tho^r Abraham.
J. Macan.
J. Cuming.
Jof. Yorke Kinlock.
Robert Percival Pott.
Alex^r Carneggie.
C. F. Aris.
Jacob Blaquiere.
John Reid.
Fran^r Pierand.
William Pawfon.
Cha^r Wilkins.
Fra^r Le Gros.
R. Sherrieff.
T. Dashwood.
W. Bondfield.
T. H. Davies.
Geo. Ruffel.
Fra^r Rundell.
Tilman Henckell.
Edw^d Montagu.
Tho^r S. Brooke.
G. Cruttenden.
Fairfax Moresby.
M. Corr.
A. Melony.
Jⁿ Burgh.
H^r Lodge.
W. B. Smith.
Trevor Wheler.
W. Luard.
Ja^r Frushard.
Tho^r Cowley.

W. Dunkin.

W. Dunkin.
 J. B. Smith.
 W. Camac.
 William Barton.
 Simeon Droz.
 Henry Walter.
 J. Prinsep.
 John Hamilton.
 Jas Stark, jun.
 Fra. Lherondell.
 Cha^s Bodham.
 F. Redfearn.
 F. Wilford.
 John Shore.
 Alex^r Wright.
 R. H. Colebrooke.
 John Rider.
 John Baird.
 Tho^s Bainbridge.
 Andrew Gardiner.
 W^m Sands.
 Robert Dawes.
 Hen^r Dawes.
 B. Fuller.
 W. Haverkam.
 N. Fontana.
 Tho^s Yeates.
 Cha^s Allen.
 Rob^t Church.
 Cha^s Todd.
 Rich^d Austen.
 T. Yeates.
 John Cotton.
 Cha^s Meares.
 Geo. Nesbitt Thompson.
 J. Gardner.
 Peter Bowers.
 Peter Speke.
 Fra^s Balfour.
 John Mordaunt.
 Clem^t Francis.
 Cudbert Thornhill.
 S. Toone.
 William Harding.
 W. M'Gwire.
 Geo. Elliott.
 Geo. Forbes.
 James Forbes.
 J. Macdonald.
 Cha^s Child.
 Geo. Powny.
 A. E. Young.
 C. Barber.
 W. Johnson.
 P. Yonge.
 S. Hampton.
 Tho^s J. Metcalfe.
 Jacob^r Rider.
 Robert Freland.
 U. Browne.
 Alex^r Denton.
 Henry Ackland.
 J. Hannay.
 W. Blair.

A. W. Hearsey.
 D. Achterlony.
 J. Grant.
 W^m Rooke.
 Cha^s Sealy.
 Jno. Jones.
 Edmund Morris.
 Geo. Broughton.
 H^r Ramus.
 J. Monggouh.
 Geo. Perry.
 Tho^s Pigou.
 J. Bruere.
 Jn^o Scrymgeour.
 B. W^m Healy.
 John Fergusson.
 John Bayne.
 R. Uvedale.
 R. Kennaway.
 Henry Vansittart.
 Ja^s Spottiswoode.
 H. Richardson.
 Alex^r Colvin.
 B. Ferand.
 Jn^o Wood.
 W^m Tomkins.
 C. Hamilton.
 D. Cuming.
 A. Seton.
 Tho^s Brown.
 B. Mafon.
 G. F. Cherry.
 Jn^o Cockerell.
 Nich^s Grueber.
 Jos. Price.
 Rob^t Kyd.
 Tho^s Shaw.
 Tho^s Whingates.
 R. Hannay.
 Stephen Bagshaw.
 Thomas Law.
 George Wroughton.
 James Grant.
 Geo. Burrington.
 John Wilson.
 J. Humphry.
 J. L. Chauvet.
 H^r Colebrooke.
 M. K. Amherst.
 Rich^d Scott.
 W. Williams.
 D^o for T. Lee.
 N. B. Halhed.
 H. Briscoe.
 H. Colcraft.
 M. Carnegie.
 J. Garston.
 Tho^s Phipps.
 W. Mercer.
 Rob^t Ord.
 Jon^s Scott.
 Andrew Young.
 Geo. Craig.

Warren Hastings, Esq.

Sir,

We have now the Honour to transmit a Set of the Address, consisting of sixteen Originals, and
 * Sic in Orig. notorial * Copies of the other two (a), the Duplicates of which did not come to hand.

Colonel Morgan has been pleased to take Charge of this Packet; the notorial Copies of the Whole were sent by the Greyhound Packet, on which Lord Macartney went home on the Louisa Emerenza, a Danish Ship.

We have lodged the other Set of Originals in the Hands of Colonel Pearce, who, when he shall learn the Fate of what has been sent before, and of this Packet, will hereafter transmit either the whole Set, or the two which will complete what we now send.

We beg Leave to assure you, that it has afforded us the greatest Pleasure to have been chosen the Agents of so respectable a Body of Officers, and that we hope our Services will prove acceptable to you.

We are, with much Respect, Sir,

Calcutta, 14th Dec. 1785.

Your most obedient humble Servants,

T. D. Pearce,
 Jas Morgan,
 Henry Watson.

† Sic in Orig. I William Jackson, Notary Public, dwelling and practising at Calcutta, at Fort William in Bengal, by lawful Authority admitted and sworn, do hereby certify and attest that the annexed Writing is a true Copy of an Address from the several Officers of the Bengal Army in the Service of the Honourable the United Company of Merchants of England trading to the East Indies, whose Names are thereunto subscribed, to the Honourable Warren Hastings, Esquire, late Governor General of Bengal, carefully collated by me with the Original.

In Faith and Testimony whereof I have hereunto set my Hand and Seal, at Calcutta
 (L. S) aforesaid, the sixth Day of August, in the Year of our Lord One Thousand Seven Hundred and Eighty five.

W^m Jackson,
 Not. Pub.

To the Honourable Warren Hastings, Esq. Governor General, &c.

Sir,

We whose Names are hereunto subscribed, Officers of the Bengal Army, with profound Respect, and most perfect Esteem, take the Liberty of addressing you on your Departure from amongst us.

Many of us as Citizens have already signed the general Address, which was projected, prepared, and signed, in the short Space of thirty Hours, and presented to you on the Morning of your Departure, with the Signature of near three Hundred of the principal Persons of the Settlement, to which large Additions have been since made, and still are making.

But it was judged, that an Address from the Officers of the Army in their collective Capacity, after you had left the Settlement, would more fully demonstrate to yourself, and to all the World, how very dear you were to them as Soldiers, and afford them an Opportunity of recording the Causes of their Esteem, by a Recital of the Events which produced it.

We all know, Sir, either by having seen it, or by having heard it from those who were on the Spot, that you have been very near thirteen Years at the Head of this Settlement: That you came to the Chair as Governor immediately after the most dreadful Calamity that ever befel a People, and found the Country much depopulated, the Treasury empty, and a most enormous Debt contracted: That the Plans which you so judiciously laid when Governor, were afterwards carried into Execution by the Governor General and Supreme Council, of which you have hitherto been the Head, and effected a Discharge of the Debt, filled the Treasury with Cash, and restored Life and Vigour to the Country: That during this Period, the Government was convulsed by jarring Interests and unusual Opposition; but, nevertheless, you maintained your Post with Dignity to the State, with Honour to yourself, and Confusion to the Enemies of our Country: That the Natives, taking Advantage of what they supposed a divided Government, entered into a Confederacy to destroy the Influence of the English in India, and to set up that of the French, who secretly promoted the Union, and afterward joined in League with them: That all these Efforts were baffled, and India preserved to us, by your Firmness and the Vigour of your Government, from which an Expedition planned by yourself was sent forth, and an Army under General Goddard traversed Regions unknown from the East to the West of India, and, in Spite of the Disasters which befel those who were to co-operate, reached the Coasts of Surat, and conquered Provinces from the Powers at War with our Nation.

(a) N. B. One of the notorial Copies is missing.

It is also well known, that in the Midst of this Scene of Trouble, the French and Spaniards, and afterwards the Dutch, joined to attack us, and were aided by the late Hyder Allee, who, before the Dutch War, invaded the Carnatic, defeated the English in Battle, and reduced to his Obedience the Whole of that Country, except Madras and Vellore, and some few paltry Forts in the Neighbourhood of the Presidency: That when all Men considered the State of the Carnatic to be desperate, you rose to rescue them from impending Ruin; and though Bengal was threatened with Invasions, nobly resolved to meet the Enemy at a Distance; you sent out two Detachments which gave Strength and Vigour to the Army under Sir Eyre Coote, thereby saved the British Possessions in that Part of India, and reduced the Enemy to conclude an honourable Peace without the smallest Loss of Territory: And lastly, that the Armies serving at a Distance were paid, fed, clothed and armed, by the Exertions and Resources of your Government.

Thus, Sir, under your Administration, have the united Efforts of our numerous and powerful Enemies been frustrated; and India, by the Conquests there made from the European Powers, has afforded the Means of redeeming what the Nation lost to them in every other Part of the Globe.

We therefore entreat you to accept this just and grateful Tribute of our Praises, and our warmest Thanks for having opened the Paths which led to Glory, and afforded to the Bengal Army the Means of acquiring Honour, and of being servicable to the State at large.

Permit us now, Sir, to express our Feelings on your Departure. Time, and the Contemplation of your illustrious Actions, created an Esteem which is deeply rooted in our Hearts; and our Sorrow at losing the Man whom we considered as the Father of the Settlement, is, as it ought to be, great and poignant; we must therefore seek for Consolation in our Hopes that you are going to receive those Honours and Rewards which are due to superior Merit; and with united Voice we pray that such may be the Event.

Isaac Eaton, Major Commandt.
Hubon, 2d.
Richard Adams, Lieut.
Daniel Gillis, Lieut.
Patrick Quin, Ensign.
Solomon Earl, Captain.
John Lawe, Lieut.
J^r Collins, Lieut.
James Clarke, Lieut.
James Griffiths Hoare.
Charles Fraser, Lieut.
Thos Shuldham, Lieut.
William Hinckman St. 8th Regt.
F. A. Dodsworth, Captain, 8th Regt.
Robt Amos, Lieut. 8th Regt.
James Etherton, Fort Adjutant.
Dyson Marshall, Captain.
James Roach, Lieut.

George Barclay, 2d Lieut.
Alexander McVeagh, Lieut.
H. U. D. Lister, Lieut.
Geo. Waugh, Captain.
William Dick, Lieut.
Thos Harris, Lieut. Colonel.
Sam^l Wood, Lieut.
Ro. Bruce, Captain.
S. Jones, Ensign.
S. Penny, Surgeon.
Thos Marlay, Ensign.
G. M. Lawrie, Ensign.
T. Hawkshaw, Captain.
Robt Bonstord, Captain.
E. Sandford, Captain.
W. Watfon, Major.
John Maclean, Lieutenant.

Buxar, 13th March 1785.

(A true Copy.)

W^m Jackson,
Not. Pub.

To the Honourable Warren Hastings, Esquire, Governor General, &c.

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and restored Life and Vigour to the Country: That during this Period, the Government was convulsed by jarring Interests and unusual Opposition; but, nevertheless, you maintained your Post with Dignity to the State, with Honour to yourself, and Confusion to the Enemies of our Country: That the Natives, taking Advantage of what they supposed a divided Government, entered into a Confederacy to destroy the Influence of the English in India, and to set up that of the French, who secretly promoted the Union, and afterward joined in League with them: That all these Efforts were baffled, and India preserved to us, by your Firmness and the Vigour of your Government, from which an Expedition, planned by yourself, was sent forth, and an Army under General Goddard traversed Regions unknown from the East to the West of India, and, in Spite of the Difficulties which beset those who were to co-operate, reached the Coasts of Surat, and conquered Provinces from the Powers at War with our Nation.

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Ar. Ahmuty, Lieutenant Colonel.
W. Shamus, Major.
Vere Warner Hufsey, Captain Artillery.
W. Vanus, Major.
Joseph Roman, Captain.
John Ferand, Captain.
R. C. Dalrymple, Captain.
F. Breton, Captain.
J. Mordaunt, Captain Lieutenant Artillery.
Christopher Robinson, Lieutenant.
Thomas T. Bassett, Lieutenant.
Henry Scott, Lieutenant.
S. Burnthwaite, Lieutenant.
Joseph Channing, Lieutenant.
John Grey, Lieutenant.
Alexander Macleod, Lieutenant.
Joseph Wade, Lieutenant.
William Bedell, Lieutenant.
James Tetley, Lieutenant.
Duncan Macpherson, Ensign.
William Linstedt, Lieutenant.
William Major, Lieutenant.

W. D. Fawcett, Lieutenant.
Geo. Benson, Lieutenant.
S. Brown, Lieutenant.
James Kellie, Lieutenant.
J. Gage, Lieutenant.
J. Becker, Junr, Deputy Paymaster.
Nathaniel Lennard, Lieutenant F. W.
Andrew Frazer, Lieutenant Artillery.
A. Glas, Lieutenant Artillery.
A. Robinson, Lieut. 3^d Regime Seapoys.
Newel Domett, Lieutenant.
W. Bridgman, Lieutenant.
William S. Greene, Lieutenant.
Rod^k Fraser, Lieutenant.
John Galborne.
D. V. Kerin, Lieutenant.
John Odell Roch.
Will. Hill, Lieutenant.
William Evans, Lieutenant.
J. W. Adams, Lieutenant.
David Birrell, Lieutenant.

To the Honourable Warren Hastings, Esquire, Governor General, &c.

Sir,

We whose Names are hereunto subscribed, Officers of the Bengal Army, with profound Respect, and most perfect Esteem, take the Liberty of addressing you on your Departure from amongst us.

Many of us, as Citizens, have already signed the general Address, which was projected, prepared, and signed in the short Space of thirty Hours, and presented to you on the Morning of your

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But it was judged, that an Address from the Officers of the Army in their collective Capacity, after you had left the Settlement, would more fully demonstrate to yourself, and to all the World, how very dear you were to them as Soldiers, and afford them an Opportunity of recording the Causes of their Esteem, by a Recital of the Events which produced it.

We all know, Sir, either by having seen it, or by having heard it from those who were on the Spot, that you have been very near thirteen Years at the Head of this Settlement: That you came to the Chair as Governor immediately after the most dreadful Calamity that ever befel a People, and found the Country much depopulated, the Treasury empty, and a most enormous Debt contracted: That the Plans which you so judiciously laid when Governor, were afterwards carried into Execution by the Governor General and Supreme Council, of which you have hitherto been the Head, and effected a Discharge of the Debt, filled the Treasury with Cash, and restored Life and Vigour to the Country: That during this Period, the Government was convulsed by jarring Interests and unusual Opposition; but, nevertheless, you maintained your Post with Dignity to the State, with Honour to yourself, and Confusion to the Enemies of our Country: That the Natives, taking Advantage of what they supposed a divided Government, entered into a Confederacy to destroy the Influence of the English in India, and to set up that of the French, who secretly promoted the Union, and afterwards joined in League with them: That all these Efforts were baffled, and India preserved to us, by your Firmness and the Vigour of your Government, from which an Expedition, planned by yourself, was sent forth, and an Army under General Goddard traversed Regions unknown from the East to the West of India, and, in Spite of the Disasters which befel those who were to co-operate, reached the Coasts of Surat, and conquered Provinces from the Powers at War with our Nation.

It is also well known, that in the Midst of this Scene of Trouble the French and Spaniards, and afterwards the Dutch, joined to attack us, and were aided by the late Hyder Allee, who, before the Dutch War, invaded the Carnatic, defeated the English in Battle, and reduced to his Obedience the Whole of that Country, except Madras and Vellore, and some few paltry Forts in the Neighbourhood of the Presidency: That when all Men considered the State of the Carnatic to be desperate, you rose to rescue them from impending Ruin; and though Bengal was threatened with Invasions, nobly resolving to meet the Enemy at a Distance, you sent out two Detachments which gave Strength and Vigour to the Army under Sir Eyre Coote, thereby saved the British Possessions in that Part of India, and reduced the Enemy to conclude an honourable Peace without the smallest Loss of Territory: And lastly, that the Armies serving at a Distance were paid, fed, clothed, and armed, by the Exertions and Resources of your Government.

Thus, Sir, under your Administration, have the united Efforts of our numerous and powerful Enemies been frustrated: and India, by the Conquests there made from the European Powers, has afforded the Means of redeeming what the Nation lost to them in every other Part of the Globe.

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Monghier,
March 5th, 1785.

O. Hay, Major.
Lud. Grant, Captain.
John Bellasis, Lieutenant.
Francis Phillips, Ensign.
William Spottiswoode, Assistant Surgeon.

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Rob^t Dawes, Major.
H. Bennet, Captain.
Rob^t Bowie, Lieutenant.
I. L. A. Mulock, Lieutenant.
Lieutenant Hugh Cuming.

Ensign James Telfer.
John Williams, Surgeon.
Will^m Comyn, Lieutenant.
Richard Hay, Ensign.
Tho. Paterson, Ensign.

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T. Call, Captain.

A. Kyd, Captain.

Reuben Burrow, Mathematical Teacher to the Corps of Engineers.

W^m Golding, Lieutenant.

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G. Burrington, Lieutenant Colonel, commanding the European and Native Infantry
Invalids.
Thomas Thomson, Captain Invalid Corps.
John Mouggoub, Lieutenant.
William Molyneux Marston, Lieutenant.
Robert Vernon, Ensign.
L. Wells, Ensign.
R^d Davidson, Ensign.
John Carruthers, Ensign.

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T. Williams, Lieutenant.
Cozens Framingham, Lieutenant.
John Funks, Lieutenant.
Peter Combault, Lieutenant.
George Moffett, Ensign.
Joseph Marley, Lieutenant.
Edward Ellerker, Major.
Alexander Thompson, Captain.

Cornelius Bradford, Captain.
Robert Anderson, Captain.
Thomas Jaffray, Lieutenant.
Richard Walker, Lieutenant.
T. Burke, Lieutenant.
Thomas Freeman, Lieutenant.
James Gilpin, Assistant Surgeon.
Patrick Green, Lieutenant.

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Anthony Polier, Lieutenant Colonel.
William Cook, Major.
William Palmer, ditto.
Robert Frith, Captain.
P. Douglas, ditto.
T. Polhill, Lieutenant.
James Gould, ditto.
Robert Beecher, ditto.
J. Smith, ditto.
Henry Mercer, ditto.

George Fleming, Lieutenant.
Henry Houston, ditto.
James Frazer, ditto.
Thomas Durham, ditto.
James Turnbull, ditto.
Robert Morris Bagshaw, ditto.
J. U. Val Dubois, ditto.
Richard Robinet, ditto.
St. Prelaz, Ensign.

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W^m Blair, Colonel, 1st Brigade.
H. Brisco, Lieutenant Colonel, 1st Brigade.
John Forbes, Lieutenant Colonel, 1st Brigade.
Jas^s Williamson, Captain, 1st Brigade.
E. A. Swiney, Lieutenant, 1st Brigade.
Phil. Baldwin, Lieutenant, 1st Brigade.
H. J. Saunders, Lieutenant, 1st Brigade.
John Ralph, Lieutenant, 1st Brigade.
W^m Slurlock, Ensign, 1st Brigade.
A. N. Mathews, Ensign, 1st Brigade.
J. Greme, 1st Brigade.
James Plumer, Lieutenant.
J. Eales, Lieutenant.
Joseph Richardson, Lieutenant.
Ph. D'Auvergne, Lieutenant, 1st Brigade.
John Laird, Serjeant Major.
R. Blane, Lieutenant Colonel, 1st Brigade.
T. Harding, Major, 1st Brigade.
J. Nicholls, Major, 1st Brigade.
S. Knowles, Captain, 1st Brigade.
Geo. Wilson, Captain, 1st Brigade.
George Austin, Captain, 1st Brigade.
John Guthrie, Captain, 1st Brigade.
Geo. Young, Captain, 1st Regiment.
Alex^r Mitchell, Ensign, 1st Brigade.
C. L. Simpson, Ensign, 1st Brigade.
W^m Hopper, Ensign, 1st Brigade.

B. D. Hancorn, Ensign, 1st Brigade.
J. Mackay, Ensign, 1st Brigade.
J. Hind, Ensign, 1st Brigade.
John Hunt, Ensign, 1st Brigade.
M. Hofferman, Lieutenant, 1st Brigade.
Robt Steere Allen, Lieutenant, 1st Brigade.
Anth^y Hamilton, Lieutenant, 1st Brigade.
R. Gutran, Lieutenant, 1st Brigade.
B. L. Greivr, Lieutenant, 1st Brigade.
George Eagle, Ensign, 1st Brigade.
Geo. Jones, Ensign, 1st Brigade.
A. Harwell, Ensign, 1st Brigade.
Geo. Hyde, Ensign, 1st Brigade.
W^m Allardice, Ensign, 1st Brigade.
John Carige, Ensign, 1st Brigade.
N. Waugh, Ensign, — — .
James Irwin, Ensign, 1st Brigade.
D. Coupland, Ensign, 1st Brigade.
D. Weldon, Ensign, 1st Brigade.
Joseph Fletcher, Ensign, — — .
W. Cuppage, Lieutenant, 1st Brigade.
Edwin Lloyd, Lieutenant, 1st Brigade.
J. Gascoyne, Lieutenant, — — .
W. Austwick, Lieutenant, 1st Brigade.
J. Noke, Capt. Will. Alton, Capt.
Alex. Orme, Lieutenant, 1st Brigade.
Jn^o M'Donald, Lieutenant, 1st Brigade.

Peter

Peter Blair, Ensign, 1st Regiment.
 Saml Cox, Captain, 1st Brigade.
 Charles Christie, Lieutenant, 1st Brigade.

P. Powell, Captain, 1st Brigade.
 William Rennie, Ensign, 1st Brigade.

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 John White, Lieutenant Colonel.
 L. Grant, Captain.
 Thomas Martin, Lieutenant.
 W. M. Baker, Lieutenant.
 J. Haynes, Captain.

Thomas Amphlett, Ensign.
 George Foulis, Lieutenant.
 Walter Williams, Lieutenant.
 John Wallace, Ensign.
 B. W. Healy, Lieutenant.
 R. Llewellyn, Lieutenant.

Joseph Brandt, Ensign.
 John Mouggouh, Lieutenant.
 John Llewellyn, Lieutenant.
 James Moore, Ensign.
 Thomas Wyatt, Lieutenant.
 James Wilson, Assistant Surgeon.
 Stephen Matthews, Surgeon.
 James Agg, Lieutenant Engineer.
 J. Cowley, Surgeon.
 Robert Duff, Ensign.
 H. Browne, Ensign.
 James Edwards, Lieutenant.
 Thomas Long, Lieutenant.
 R. Grueber, Captain.
 J. Meredith, Captain.
 Francis Enander, Ensign.
 Benjamin Cuthbert, Lieutenant.
 John Burrow, Lieutenant.
 H. Philips, Captain.
 J. Pugh, Lieutenant.
 George Ball, Lieutenant.
 R. Aitkens, Lieutenant.
 H. Worsley, Lieutenant.
 George Middleton, Ensign.
 Charles Middleton, Lieutenant.
 Leonard Simpson, Lieutenant.
 William Yule, Lieutenant.
 Charles Wales Lamborn, Lieutenant.
 James Simpson, Lieutenant.
 J. Hickland, Lieutenant.
 Joseph Blenman, Ensign.

Henry Stewart, Assistant Surgeon.
 Richard Henry, Lieutenant.
 Richard Scott, Captain.
 L. Carlisle, Captain.
 Jon. Scott, Lieutenant.
 James Pearson, Captain.
 R. C. Pearson, Lieutenant.
 T. H. Foster, Lieutenant.
 R. W. Burrow, Lieutenant.
 P. Kelly, Ensign.
 Mark White, Lieutenant.
 G. Johnston, Major.
 Ewan Bushby, Lieutenant.
 R^d Parry, Ensign.
 Pierce Cassady, Adjutant.
 John Jarrett, Lieutenant.
 J. Wedderburn, Major.
 John Luther Richardson, Lieutenant.
 Robert Mitchell, Lieutenant.
 Cæcilius Newport, Lieutenant.
 Ja^s Jollie, Ensign.
 John Bell, Ensign.
 Cha^s J. Ristell, Captain.
 J. Landey, Major.
 E. M'Namara, Lieutenant.
 Benj. Will. Warren, Lieutenant.
 William Frazer, Lieutenant.
 Edmund Cracroft, Lieutenant.
 Henry Preston, Ensign.
 John Abercrombie, Lieutenant.
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John Campbell, Captain,
Robert Campbell, Ensign,
Robert Dunkley, Lieut.
John Home, Lieut.
James Davieson, Lieut.
Samuel Wroe, Lieut.
George Brietzike, Lieut.
John Williams, Surgeon,
Tho^s Macklarkan, Lieut.

Charles Brietzike, Lieut. and Adjutant,
James Morris, Capt.
W^m Robertson, Lieut.
S. Bird, Lieut.
Collins Campbell, Lieut.
John Hughes, Lieut.
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Rich^d Macan, Captain.
Chas^r Hamilton, Lieut.
Robt^t Watherston, Lieut.
James S. Ewart, Lieut.
Sam^l Palmer, Lieut.
I. D. Michie, Lieut.
John De Courcy, Lieut.

George Gillespie, Lieut.
John Ranken, Lieut.
Tho^s Anderson, Lieut.
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Ja ^s Wilkinson, Captain Artillery.	James Hodgson, Lieutenant.
George Milne, Assistant Surgeon.	J. Hamond, Lieutenant.
J. H. Hutchinson, Lieutenant.	A. Knox, Lieutenant.
J. H. Paschoud, Lieutenant Fire Worker.	John Clerkin, Lieutenant.
Jn ^o Nelly, Lieutenant Fire Worker.	Edmund Wells, Lieutenant.
A. Bailey, Lieutenant Fire Worker.	R. B. Gregory, Lieutenant.
T. Phillips, Assistant Surgeon, Artillery.	J. Salmond, Ensign.
John Neish, Lieutenant Artillery.	Thomas Scott, Major.
James Davidson, Lieutenant.	Char ^s Jackson, Captain.
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R. Blane, Lieutenant Colonel.
Tho' J. Metcalfe, Major.
Jn^o Cockerell, Major.
Robert M'Kenzie, Major.
Robt Kyd, Lieutenant Colonel.
John Serymgeour, Captain.
Augustus Keppel Dickson, Captain.

Sam' Watson, Captain.
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Jon^o Scott, Lieutenant.
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have hitherto been the Head, and effected a Discharge of the Debt, filled the Treasury with Cash, and restored Life and Vigour to the Country: That during this Period, the Government was convulsed by jarring Interests and unusual Opposition; but, nevertheless, you maintained your Post with Dignity to the State, with Honour to yourself, and Confusion to the Enemies of our Country: That the Natives, taking Advantage of what they supposed a divided Government, entered into a Confederacy to destroy the Influence of the English in India, and to set up that of the French, who secretly promoted the Union, and afterward joined in League with them: That all these Efforts were baffled, and India preserved to us, by your Firmness and the Vigour of your Government, from which an Expedition, planned by yourself, was sent forth, and an Army under General Goddard traversed Regions unknown from the East to the West of India, and, in Spite of the Difficulties which beset those who were to co-operate, reached the Coasts of Surat, and conquered Provinces from the Powers at War with our Nation.

It is also well known, that in the Midst of this Scene of Trouble, the French and Spaniards, and afterwards the Dutch, joined to attack us, and were aided by the late Hyder Allee, who, before the Dutch War, invaded the Carnatic, defeated the English in Battle, and reduced to his Obedience the Whole of that Country, except Madras and Vellore, and some few paltry Forts in the Neighbourhood of the Presidency: That when all Men considered the State of the Carnatic to be desperate, you rose to rescue them from impending Ruin; and though Bengal was threatened with Invasions, nobly resolving to meet the Enemy at a Distance, you sent out two Detachments which gave Strength and Vigour to the Army under Sir Eyre Coote, thereby fixed the British Possessions in that Part of India, and reduced the Enemy to conclude an honourable Peace without the smallest Loss of Territory: And lastly, that the Armies serving at a Distance were paid, fed, clothed, and armed, by the Exertions and Resources of your Government.

Thus, Sir, under your Administration, have the united Efforts of our numerous and powerful Enemies been frustrated; and India, by the Conquests there made from the European Powers, has afforded the Means of redeeming what the Nation lost to them in every other Part of the Globe.

We therefore entreat you to accept this just and grateful Tribute of our Praises, and our warmest Thanks for having opened the Paths which led to Glory, and afforded to the Bengal Army the Means of acquiring Honour, and of being serviceable to the State at large.

Permit us now, Sir, to express our Feelings on your Departure. Time, and the Contemplation of your illustrious Actions, created an Esteem which is deeply rooted in our Hearts; and our Sorrow at losing the Man whom we considered as the Father of the Settlement, is, as it ought to be, great and poignant; we must therefore seek for Consolation in our Hopes that you are going to receive those Honours and Rewards which are due to superior Merit; and with united Voice we pray that such may be the Event.

T. D. Pearce, Colonel.
 Patrick Duff, Lieutenant Colonel.
 Thomas Harris, Lieutenant Colonel.
 Justly Hill, Major.
 G. Deare, Major,
 Samuel Sears, Captain.
 C. R. Deare, Captain.
 Vere Warner Hussy, Captain.
 D. Woodburn, Captain.
 Christopher Green, Captain.
 Robert Gairdners, Captain.
 G. Montagu, Captain.
 Geo. Howell, Captain Lieutenant.
 W. Carnegie, Captain Lieutenant.
 John Fox, Captain Lieutenant.
 William Dunn, Lieutenant.
 Thomas Greene, Lieutenant.
 Edward Clarke, Lieutenant.
 William Bruce, Lieutenant.
 J. Grand, Lieutenant.
 R. Herzler, Lieutenant Fire Worker.
 H. Douglas, Lieutenant.
 James Robert Enshaw, Lieutenant.
 Andrew White, Lieutenant Fire Worker.
 William Shipton, Lieutenant Fire Worker.
 W. Blundell, Lieutenant.
 Charles Ralph, Lieutenant Fire Worker.
 Joseph Budworth, Lieutenant Fire Worker.

Willm Tho' Hall, Lieutenant Fire Worker.
 T. Bendley, Lieutenant Fire Worker.
 Alexander Carnegie, Surgeon.
 S. F. J. Sampson, Captain Lieutenant.
 J. D. Sherwood, Lieutenant Fire Worker.
 William Fead, Lieutenant Fire Worker.
 A. Macdonald, Lieutenant Fire Worker.
 H. Strachan, Assistant Surgeon.
 John J. Briscoe, Lieutenant Fire Worker.
 Henry Willis, Lieutenant Fire Worker.
 W. Murray, Lieutenant Fire Worker.
 S. Hack, Surgeon Art.
 Alex' Caldwell, Lieutenant Fire Worker.
 James Wilkinson, Captain Lieutenant.
 John Nelly, Lieutenant Fire Worker.
 A. J. Bailey, Lieutenant Fire Worker.
 J. F. Paschoud, Lieutenant Fire Worker.
 T. Philips, Assist' Surgⁿ Art.
 Robert Hamilton, Captain Lieutenant.
 J. Mordaunt, Captain Lieutenant.
 A. Glas, Lieutenant.
 Andrew Fraser, Lieutenant.
 Nathaniel Leonard, Lieutenant Fire Worker.
 A. Balfour, Lieutenant Fire Worker.
 A. Watkins, Lieutenant Fire Worker.
 Thomas Hill, Lieutenant Fire Worker.
 George Johnson, Lieutenant Fire Worker.
 D. Macpherson, Lieutenant Fire Worker.

John

John Glas, Lieutenant.
 B. Tullok, Lieutenant Fire Worker.
 C. J. Edwards, Lieutenant Fire Worker.
 George Raban, Lieutenant Fire Worker.
 George Fuller, Lieutenant Fire Worker.
 John James Peirce, Lieutenant Fire Worker.
 William Gardiner, Dr Commr of Ordnance.
 William Stokes, Conductor.
 Thomas Griffin, Lieutenant Fire Worker.
 John Maclean, Lieutenant.
 E. W. Butler, Lieutenant Fire Worker.
 W. D. Gardiner, Surgeon.
 A. Gibb, Assist^t Surgeon.
 Thomas Dowell, Lieutenant Fire Worker.
 A. Dun, Lieutenant Fire Worker.
 John Toppin, Lieutenant Fire Worker.
 William Rattray, Captain Lieutenant.
 Jo^s Taylor, Lieutenant Fire Worker.
 A. Gale, Lieutenant Fire Worker.
 W. Smith, Lieutenant Fire Worker.
 John Hornford, Lieutenant.
 William Mylne, Lieutenant Fire Worker.
 Henry Grace, Lieutenant.
 John Ferguson, Surgeon.
 Alex^r Robertson, Lieutenant Fire Worker.

John Wittit, Lieutenant Fire Worker.
 James Collier, Lieutenant Fire Worker.
 Gervase Pennington.
 Charles Wittit, Lieutenant.
 Alex^r M^cLeod, Lieutenant Fire Worker.
 Alex^r Buchan, Lieutenant Fire Worker.
 Alex^r Ligertwood, Lieutenant.
 Charles Scott, Captain.
 John Barton, Cap^t Lieut^t Art^y.
 George Malon, Lieutenant Fire Worker.
 Robert Douglas, Lieutenant Fire Worker.
 Alex^r Hind, Lieutenant Fire Worker.
 J. L. Humphereys, Lieutenant Fire Worker.
 E. Baker, Lieutenant Fire Worker.
 Robert Brown, Lieutenant Fire Worker.
 Charles Hutchinson, Lieut^t Fire Worker.
 R. Turton, Lieutenant.
 T. Hardwicke, Lieutenant.
 J. Barnady, Captain.
 J. Binns, Captain Lieutenant of Artillery.
 Cornelius Davies, Captain of Artillery.
 P. Cranch Lieutenant.
 James Gordon.
 S. Nash, Lieutenant.
 D. Constable, Lieutenant Fire Worker.

To the Honourable Warren Hastings, Esq. Governor General, &c.

Sir,

We whose Names are hereunto subscribed, Officers of the Bengal Army, with profound Respect, and most perfect Esteem, take the Liberty of addressing you on your Departure from amongst us.

Many of us as Citizens have already signed the general Address, which was projected, prepared, and signed, in the short Space of thirty Hours, and presented to you on the Morning of your Departure, with the Signature of near three Hundred of the principal Persons of the Settlement, to which large Additions have been since made, and still are making.

But it was judged, that an Address from the Officers of the Army in their collective Capacity, after you had left the Settlement, would more fully demonstrate to yourself, and to all the World, how very dear you were to them as Soldiers, and afford them an Opportunity of recording the Causes of their Esteem, by a Recital of the Events which produced it.

We all know, Sir, either by having seen it, or by having heard it from those who were on the Spot, that you have been very near thirteen Years at the Head of this Settlement: That you came to the Chair as Governor immediately after the most dreadful Calamity that ever befel a People, and found the Country much depopulated, the Treasury empty, and a most enormous Debt contracted: That the Plans which you so judiciously laid when Governor, were afterwards carried into Execution by the Governor General and Supreme Council, of which you have hitherto been the Head, and effected a Discharge of the Debt, filled the Treasury with Cash, and restored Life and Vigour to the Country: That during this Period, the Government was convulsed by jarring Interests and unusual Opposition; but, nevertheless, you maintained your Post with Dignity to the State, with Honour to yourself, and Confusion to the Enemies of our Country: That the Natives, taking Advantage of what they supposed a divided Government, entered into a Confederacy to destroy the Influence of the English in India, and to set up that of the French, who secretly promoted the Union, and afterward joined in League with them: That all these Efforts were baffled, and India preserved to us, by your Firmness and the Vigour of your Government, from which an Expedition planned by yourself was sent forth, and an Army under General Goddard traversed Regions unknown from the East to the West of India, and, in Spite of the Disasters which befel those who were to co-operate, reached the Coasts of Surat, and conquered Provinces from the Powers at War with our Nation.

It is also well known, that in the Midst of this Scene of Trouble, the French and Spaniards, and afterwards the Dutch, joined to attack us, and were aided by the late Hyder Allee, who, before the Dutch War, invaded the Carnatic, defeated the English in Battle, and reduced to his Obedience the Whole of that Country, except Madras and Vellore, and some few paltry Forts in the Neighbourhood of the Presidency: That when all Men considered the State of the Carnatic to be desperate, you rose to rescue them from impending Ruin; and though Bengal was threatened with Invasions, nobly resolved to meet the Enemy at a Distance, you sent out two Detachments which gave Strength and Vigour to the Army under Sir Eyre Coote, thereby saved the British Possessions

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Thus, Sir, under your Administration, have the united Efforts of our numerous and powerful Enemies been frustrated; and India, by the Conquests there made from the European Powers, has afforded the Means of redeeming what the Nation lost to them in every other Part of the Globe.

We therefore entreat you to accept this just and grateful Tribute of our Praises, and our warmest Thanks for having opened the Paths which led to Glory, and afforded to the Bengal Army the Means of acquiring Honour, and of being serviceable to the State at large.

Permit us now, Sir, to express our Feelings on your Departure. Time, and the Contemplation of your illustrious Actions, created an Esteem which is deeply rooted in our Hearts; and our Sorrow at losing the Man whom we considered as the Father of the Settlement, is, as it ought to be, great and poignant; we must therefore seek for Consolation in our Hopes that you are going to receive those Honours and Rewards which are due to superior Merit; and with united Voice we pray that such may be the Event.

J. Buchanan, Major.
T. M. Elwood, Lieutenant.
C. Smyth, Lieutenant.
Tho. Maje, Lieutenant.
Geo. Hutchison, Lieutenant.
Peter Lambert, Lieutenant.
Joseph Ashe, Lieutenant.

Jn^o Burnett, Lieutenant.
Geo. Heard, Lieutenant.
Ja^s Denny, Ensign.
John Hamilton, Captain.
John Malcolm, Lieutenant.
Chidley Coote, Surgeon.

To the Honourable Warren Hastings, Esquire, Governor General, &c.

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Christopher Knudson, Lieut. Col.
William Duncan, Major.
W. Clode, Major.
Samuel Sears, Captain.
R. Limond, Captain.
John Withenton, Captain.
Thomas Welsh, Captain.
Justly Hill, Major Artillery.
Jabez Mackenzie, Captain.
John Howe, Captain.
John Fergusson, Surgeon.
George Bayer, Surgeon.
William Sandys, Lieutenant.
Thomas Cust, Captain.
W. M. Clary, Major.
H. V. White, Lieutenant.
John Reid, Lieutenant.
William Boyd, Assistant Surgeon.
J. Cunningham, Lieutenant.
P. Black, Lieutenant.
Ar. Davies, Lieutenant.
A. Munro, Lieutenant.
T. Wallace, Lieutenant.
P. Scott, Ensign.
Onslow Pulie, Lieutenant.
George S. Mounsey, Lieutenant.
Henry Nash, Lieutenant.
T. Taylor, Lieutenant.
Charles White, Lieutenant.
Litt. Burrell, Lieutenant.
William Patusan, Lieutenant.
T. Brougham, Lieutenant.
James Price, Lieutenant.
Thomas Hurring, Ensign.
K. H. Gillman, Lieutenant.
M. Macnamara, Ensign.
George Clamy, Lieutenant.
W. Maxwell, Lieutenant.
Alexander Lightwood, Lieutenant.
R. Dee, Lieutenant.
John Staples, Lieutenant.
Charles Stewart, Lieutenant.
A. Grant, Lieutenant.
Henry W. Hicks, Ensign.

W. Hastings, Lieutenant.
J. F. Smith, Lieutenant.
George Fuller, Lieutenant.
Thomas Smith, Lieutenant.
Benjamin Litton, Lieutenant.
Matthew Little, Lieutenant.
James Monro, Lieutenant.
Godfrey Mitchell, Ensign.
Edmund Feild, Lieutenant.
Thomas Hawkins, Lieutenant.
P. Littlejohn, Ensign.
Edward Clayton, Lieutenant.
David Dyce, Ensign.
D. Thomas Richardson, Lieutenant.
James Willoughby, Lieutenant.
William Hurst, Lieutenant.
Thomas Crichton, Lieutenant.
James M^c Corkill, Lieutenant.
Matthew Bradley, Lieutenant.
William Odell, Lieutenant.
George Welsh, Ensign.
Samuel Baillie, Lieutenant.
J. Marfon, Lieutenant.
John Wittit, Lieutenant Fire-worker.
Charles Wittit, Lieutenant Artillery.
Joseph Taylor, Lieutenant Fire-worker.
John Hornford, Lieutenant Artillery.
Gervase Pennington, Lieutenant Fire-worker.
Christopher Gule, Lieutenant Fire-worker.
John Toppin, Lieutenant Fire-worker of Art.
Walter Smith, Lieutenant Fire-worker.
Alexander Buchan, Lieutenant Artillery.
Alexander Macleod, Lieutenant Fire-worker.
Alexander Robertson, Lieutenant Fire-worker.
William Mylne, Lieutenant Fire-worker.
Patrick Don, Lieutenant.
Frederick William Griffiths, Lieutenant.
James Collier, Lieutenant Worker Artillery.
Alexander Young, Assistant Surgeon.
Crichton Frazer, Assistant Surgeon.
John Alexander, Assistant Surgeon.
J. Scott, Lieutenant.
W. G. Palmer, Lieutenant.
James Caldwell, Lieutenant Engineers.

Read another separate Paper above produced, and delivered in by the Witness,
as follows:

At a General Court of the United Company of Merchants of England trading to the East Indies, held at their House in Leadenhall-Street, on Thursday the 31st October 1782, at Eleven o'Clock in the Forenoon.

Present,

Sir Henry Fletcher, Baronet, Chairman,
Nathaniel Smith, Esquire, Deputy,

With most of the Directors, and a large Appearance of the Generality.

The Court being met to receive the Votes for the Determination of the Question resolved the 24th Instant, to this Day, put by the Ballot,

The following Gentlemen were appointed Scrutineers to examine the said Votes, and to report the Determination of the said Question, viz.

Joseph Hurlock, Esquire,	William Petrie, Esquire,
John Travers, Esquire,	Robert Dallas, jun. Esquire,
Samuel Farmer, Esquire,	Samuel Smith, jun. Esquire.

At Six o'Clock the Glasses being finally closed, were delivered to the Scrutineers.

And about Seven the same Evening, Nathaniel Smith, Esq. in the Chair, Joseph Hurlock, Esq. Chairman of the Scrutineers, brought in their Report, which was read, being as follows, viz.

East India House, 31st Oct. 1782.

" We whose Names are hereunto subscribed, being appointed by the General Court of the United Company of Merchants of England trading to the East Indies, to examine the Votes delivered in this Day for the Determination by Ballot of the following Question, viz.

" That it appears to this Court from incontestible Evidence, drawn from the Records of the Company, and supported by the unanimous Opinion of the House of Commons, that the War in which we are now engaged with the Mahrattas, was evidently founded on the Sentiments of the Court of Directors conveying Demands on the Mahratta Administration, greatly exceeding the Conditions of the Treaty of Poorunder; which Sentiments of the Court of Directors opened the first Design of sending a Detachment from Bengal to the Malabar Coast, and that consequently it would be the Height of Injustice to lay the Blame of that War, or the Evils which have flowed from it, upon Mr. Hastings, when it appears, that the Dissatisfaction of the Court of Directors, expressed at the Treaty of Poorunder in their Letters to Bengal of the 5th of February, and to Bombay of the 16th of April 1777, gave the strongest Encouragement to both Presidencies to seize the slightest Pretence of Provocation from the Ministers of the Mahratta States, to renew their Engagements with Rogobah; neither have the Measures adopted by Mr. Hastings, in consequence of such Instructions, ever received the slightest Censure from the said Court of Directors. In consideration whereof, it is now recommended to the Court of Directors to rescind their late Resolution respecting the Removal of Warren Hastings, Esquire, Governor General of Bengal; more especially as it appears to this Court, that according to the last Official Dispatches from Bengal, dated the 8th April 1782, the Prospect of Peace with the Mahrattas was then propitious, because it seemed to be wished for by all the Mahratta States, because Hostilities with them had ceased for many Months, and that a Peace has actually been concluded with Madajee Scindia, one of the principal Chiefs of that Confederacy; and farther, that the Government General of Bengal were using every Means in their Power to effect a general Pacification; and that the Conduct of the said Government General, tending to produce a general Pacification, or to unite and support, by powerful Resources, a general Confederacy of the Country Powers to defeat the Combination of Hyder Ally and the French, (supposing the said Hyder Ally shall not accept of the reasonable Terms of Accommodation which have been offered to him in consequence of his Proposals for Peace,) merits the warmest Approbation of this Court; and that therefore it would be evidently injurious to the Interest of the Company and the Nation to remove any of those principal Servants of the Company now discharging their Duty with such uncommon Exertions, Ability, and Unanimity, or to shake the Authority reposed in them by the Legislature and the Company at a Period so critical; upon the Prosperity of the British Interests in India will depend in a great Measure on the Confidence which the Native Princes of the Country may place in the Government General of Bengal."

And

And being also appointed to report the Number of Votes for and against the said Question, having accordingly examined the said Votes, and find, viz.

428 Votes for the Question,
75 Votes against the Question.

353 Majority for the Question.

(Signed)

J. Hurlock.
John Travers.
Samuel Farmer.
Will^m Petrie,
Rob. Dallas, jun.
Sam^l Smith, jun.

And a Motion being made to adjourn;
The Court, on the Question, adjourned accordingly.

Read from Book 211 the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated the 9th December 1784, beginning at Paragraph 38 of the same.

Par. 38. The General Court of Proprietors on the 7th November 1783 came to the following Resolution, viz.

Resolved, That it is the Opinion of this Court, that Warren Hastings, Esquire, Governor General of Bengal, and the other Members of the Supreme Council, have displayed uncommon Zeal, Ability, and Exertion in the Management of the Affairs of the East India Company during the late Hostilities in India; particularly in finding Resources for supporting the War in the Carnatic under so many pressing Difficulties, when that Country was in Danger of being lost through the successful Irruption of Hyder Ally Cawn, aided by the powerful Assistance of the French; and also in concluding the late Treaty of Peace with the Marrattas, at a Period so critical, and on Terms so honourable and advantageous to the permanent Interests of the Company.

Resolved therefore, That the Thanks of this Court be given to Warren Hastings, Esquire, Governor General, and the other Members of the Supreme Council, for the above specified great and distinguished Service: And further, That this Court doth request the said Warren Hastings, Esquire, not to resign the Station he now holds until the Tranquillity of our Possessions in India shall be restored, and the Arrangements necessary upon the Re-establishment of Peace shall have taken place.

39. It was the Wish of the Court of Directors to have transmitted immediately to Bengal these grateful Acknowledgments of their Constituents to Men who had served them so essentially; but the Directors were restrained, by a Letter from his Majesty's Secretary of State, on the Ground that the Affairs of the East India Company are to be laid before Parliament.

(Signed at the End)

London,
the 9th Dec^r 1784.

Edm. Boehm.
F^r Baring.
Hugh Inglis.
Step. Lushington.
R. Hall.
John Hunter.
J. Smith.
Tho^s Parry.
Nath^l Smith.
W. Devaynes.
L. Sullivan.
John Manship.
John Woodhouse.
W. Bensley.
John Michie.
George Tatem.
Paul Le Mesurier.
John Motteux.
Joseph Sparkes.

Read

Read a further Extract from the same Letter, beginning at Par. 4^r of the same, as follows :

4^r. We have great Satisfaction in communicating to you the following Resolutions which we came to on the 28th October, viz.

“ As Peace and Tranquillity are now perfectly established throughout India, and this Court being sensible that this happy Event has been principally owing to the very able and spirited Exertions of our Governor General and of our Supreme Council,”

“ Resolved unanimously, That the Thanks of this Court be conveyed to Warren Hastings, Esquire, for his firm, unwearied, and successful Endeavours in procuring the late Peace with the several Powers in India.”

Read from the same Book, the following Extract of a Letter from the same to the same, dated the 10th March 1785, beginning at Par. 2 of the same Letter.

Par. 2. Our Governor having in his Letter of the 20th March 1783, signified his earnest Desire that we would nominate a Successor to the Government of Bengal, we have accordingly appointed Lord Maccartney as Successor to the Government General; and having taken into Consideration the long, faithful, and able Services of Warren Hastings, Esquire, we have unanimously resolved that he be permitted to resign the Government of Bengal, agreeably to his Request contained in the above Letter.

(Signed at the End of the Letter)

London,
the 10th March 1785.

Nathaniel Smith.
W. Devaynes.
L. Sullivan.
J. Smith.
J^{no} Woodhouse.
J^{no} Michie.
John Manhip.
W. Bensley.
Thomas Parry.
George Tatem.
James Moffatt.
John Molleux.
Hugh Inglis.
Joseph Sparkes.
R. Hall.
T. Baring.

Read the following Extract from a separate Paper above produced, and delivered in by the Witnesses :

At a Court of Directors held on Tuesday the 28th June 1785.

The Court being informed that Warren Hastings, Esquire, late Governor General of Bengal, was attending in order to be introduced to the Court,

It was moved, and on the Question,

Resolved, That the Chairman be directed in the Name of the Court to congratulate Governor Hastings on his safe Arrival, and to return him the Thanks of this Court for the long, faithful, and able Services he has rendered to the Company.

Mr. Hastings being then introduced,

The Chairman addressed him to the Purport of the above Resolution :

Mr. Hastings expressed his Happiness in having his uniform Endeavours to promote the Company's Interest thus amply rewarded by the distinguished Honour now conferred on him, and then withdrew.

Then the Witness was examined by the Managers for the Commons, as follows :

Q. Do you know who collected those Testimonials ?

A. I do not know, except from what is said in the Letters.

Q. Do you know any Thing of the Manner in which those Testimonials were procured ?

A. I only know it from what I read in the Dispatches.

Q. Do you know if there is any Mention made in those Dispatches of the Manner in which they were procured, or by whom ?

A. I believe there is.

Q. By whom ?

A. I think Mr. Thompson is mentioned.

Q. Who is Mr. Thompson ?

A. I don't know him.

Q. Do you not know that he was Mr. Hastings's private Secretary ?

A. No, I do not personally or officially.

Q. Do you know it at all ? Have you ever heard it ?

A. I have heard so.

Q. Whether those Persons, whose Testimonials are here produced, came of themselves to Calcutta to give this Testimony ?

A. It will appear by the Letter how they came ; I do not recollect at present exactly.

Q. Whether it appears upon Record whether any Person accompanied Mr. Thompson (Mr. Hastings's Attorney) in the Collection of those Testimonials ? (Looking at a Paper.)

A. I really do not know. That Paper I believe I procured two or three Years ago, and I don't think I have read it since.

Q. (*By Counsel.*) Do you know any thing but from the Paper ?

A. No.

Q. (*By Managers.*) Whether or no any thing appears upon the Records to shew that Mr. Hastings attempted to collect Evidence in India, either to support any thing in his Defence, or to invalidate any specific Charge in his Accusation ?

A. I believe not, except what was done through Mr. Thompson.

Q. Do you know if Mr. Thompson took any such Step.

A. I really cannot tell, but from what appears here.

The Witness was directed to withdraw.

• Then the House adjourned to the Chamber of Parliament.

Die Jovis, 13^o Februarij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons they might proceed in Reply.

The Counsel for the Defendant informed the House, That though it was the Intention of the Defendant to have rested his Case where it was left the last Session, yet, as the Marquis Cornwallis was just arrived in England, it was the Wish of the Defendant to examine the Noble Lord when he should be in his Place, and therefore requested the Permission of the House for that Purpose; and that, subject to this Reserve, the Defendant had closed his Evidence.

The Managers for the Commons protesting that the Defendant, in this Stage of the Proceeding, was not intitled strictly and of Right to go into such Examination, said, That nevertheless, if the Defendant thought it material, they should not object. The Managers for the Commons further informed the House, That there was another Person, namely, William Larkins Esquire, who had also arrived in England since the last Session, and that if the Defendant chose to call him as a Witness, they should not object to his being examined.

Then the House adjourned to the Chamber of Parliament.

Die Martis, 25° Februarij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

“ Gentlemen, Managers for the House of Commons, I am commanded by the House to inform you that Mr. Hastings waives the Benefit of the Testimony of the Marquis Cornwallis, and you may now proceed in your Reply.”

The Managers for the Commons informed the House, That, when the House last met, they had no Objection to the Counsel for the Defendant examining the Marquis Cornwallis; and that if at any Time, before the Close of the Evidence which the Managers for the Commons should produce in Reply, the Health of the Noble Lord would permit, the Managers for the Commons would consent to his Lordship being examined if the Counsel for the Defendant should require it: And further stated, That they now again offered the Counsel for the Defendant an Opportunity of examining William Larkins Esquire before the Managers for the Commons proceeded in their Reply.

The Counsel for the Defendant stated, That when they made Application to the House for the Testimony of the Marquis Cornwallis, they claimed it as a Matter of Right, and therefore they would not accept, as a Matter of Favour from the Managers for the Commons, that which they had received from the Justice of the House; and that, as to the Testimony of Mr. Larkins, they rested on the Case already made for the Defendant as sufficient for his Justification.

The Managers for the Commons stated, They should call Mr. Larkins, but would defer his Examination till that Period of their Reply in which his Testimony would apply more immediately to the Subject then under Discussion.

Then the Managers for the Commons informed the House, They should proceed to give Evidence in Reply on the 1st Article of Charge, beginning with their written Evidence: And First, That the Counsel for the Defendant having, in Page 1467 of the printed Minutes, produced a short Extract of a Minute of Lord Cornwallis, from a Consultation of the 11th April 1788, to shew that Bulwant Sing was only an Aumil under the Father of Sujah Dowlah, they should read a subsequent Part of the same Minute to explain that Passage.

Then Mr. HUDSON was again called in, and produced Book 507.

Read, from the same, the following Extract of a Consultation of the 11th April 1788, beginning at Page 323 of the same Book.

“ * Fort William, 11th April 1788.

“ Having thus determined the Principle, the Application of it remains to be considered. The Sovereignty of Benares was first conferred upon the English in 1764; it was restored by them by Treaty in 1765 to the Nabob Sujah ud Dowla; and again made over to the English by Asaph ud Dowla in 1775. In all these Transfers the Reservation of the Rights of Bulwant Sing, and Cheyte Sing, the Zemindars, little short of Independency, were particularly attended to, and even now the internal Administration of the Country is left with the present Rajah, with no other Interference than to assist, superintend, and controul his Administration.

“ The Governor General in Council, having attentively considered these Premises, is of Opinion that no Claims for the Possession of Zemindaries in Benares should be attended to where the Disposition took place antecedent to the 1st July 1775, the Date from which the Company's Sovereignty over the Country may be said to have been established, and that consequently the Claims mentioned in the Resident's Letter, of Persons dispossessed during the Sezawulship of Bulwant Sing shall be totally disregarded.

* N. B. There is no Entry at the Beginning of the Consultation of the Members who were present.

" The Governor General in Council, in establishing this Principle as a general One, is aware of some possible Exceptions to the Application of it, and therefore leaves it to the Resident, to point out any that may actually occur to him, or such as he may deem probable.

" The Question next occurring is, What is then to be done with respect to those whose Claims have been recognized by Mr. Hastings? If his Decision be confirmed, the Governor General in Council acts in opposition to a Principle which he deems equitable, and in effect infringes the Portah granted to the Rajah of Benares, which is a very important Consideration. On the other Hand, if Mr. Hastings's Decision shall be annulled, those who have benefited by it would have Reason to complain of the Resolutions of Government for refusing, without Cause, what is bestowed as a Reward for zealous Service. (a)

(Signed at the End of the Consultation)

" Cornwallis,
J. Shore."

The Managers for the Commons stated, They would next supply what they conceived to be an Omission in the Defendant's Evidence: That the Counsel for the Defendant having relied upon the Circumstance of Mr. Wheler and Mr. Francis having consented to the Demand made upon Cheit Sing in the Year 1779, and having read an Extract from a Consultation of the 29th September 1779, in Page 1508 of the printed Minutes, they should produce, in Answer therefore, Mr. Wheler's Opinion from the same Consultation.

The Counsel for the Defendant stated, That the Managers for the Commons had not pointed out the true Purpose for which the Extract from the Consultation of the 29th of September 1779 had been produced for the Defendant, and that the same was read by them merely to shew that the Resident informed the Board of his having communicated to the Rajah the Orders he had received from the Board to send for Major Carnac's Detachment.

The Managers for the Commons said, They did not know that the Extract in Question had been produced by the Counsel for the Defendant for any other Purpose; but stated, that the Counsel for the Defendant had relied upon the Consent of Messrs. Wheler and Francis in their Arguments in his Defence.

The Counsel for the Defendant submitted, That it was not competent to the Managers for the Commons to answer the Arguments of the Counsel for the Defendant by Evidence in Reply.

The Managers for the Commons insisted, That they not having made the Assent or Dissent of Mr. Wheler and of Mr. Francis any Part of their Case, and the Counsel for the Defendant having relied in Defence upon the Circumstance, that if the Defendant was guilty, Mr. Wheler and Mr. Francis were equally so; this must be considered as a new Case made out for the Defendant, which the Managers for the Commons were therefore entitled to answer by Evidence.

The Counsel for the Defendant were informed that the Evidence proposed by the Managers for the Commons did not seem liable to Objection, being only in Explanation of the Part of the same Consultation already read on Behalf of the Defendant.

Read, from Book 112, already delivered in, the following Extract of a Consultation of the 29th September 1779, beginning at Page 635 of the same Book.

" Fort William, the 29th September 1779.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Richard Barwell, }
and } Elquires.
Edward Wheler, }
Mr. Francis indisposed.
Sir Eyre Coote gone to view the Army.

" Mr. Wheler.—I object to the above Orders. (b)

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler."

(a) Vide Appendix, N^o CCIX, Page 1060.

(b) Vide Appendix, N^o CCXXIV, Page 1113.

Then the Managers for the Commons proposed to call Philip Francis Esquire, in order to examine him touching his Assent to the Demands made upon the Rajah Cheit Sing.

PHILIP FRANCIS Esquire was accordingly again called in, and the following Question was put to him :

Q. Whether there was any Debate at the Board upon the 9th Day of July 1778 previous to the written Minutes that appear upon the Consultation of that Date ?

The Question was objected to by the Counsel for the Defendant.

The Managers for the Commons were heard in Answer to the said Objection.

The Counsel for the Defendant were heard in Reply.

The Counsel for the Defendant were asked, Whether their Objection was, that it was incompetent for the Managers for the Commons, in Reply, to examine the Witness touching any Matter that passed at the Debate upon the Consultation of the 9th July 1778, the Result of the same having been reduced into Writing, and read in Evidence on both Sides ?

The Counsel for the Defendant stated, That the Consultation was given in Evidence by the Managers for the Commons (a), and made use of by the Defendant in his Defence (b) for another Purpose.

The Counsel for the Defendant were asked, Whether they adhered to their said Objection upon the specific Question now put ; namely, “ Whether there was any Debate at the Board upon the 9th July 1778 previous to the written Minutes that appear upon the Consultation of that Date ? ”

The Counsel for the Defendant informed the House they did not object to its being merely asked whether there was any such Debate.

The Question was read by the Clerk to the Witnesses.

The Witness said,

A. There was Debate upon the Occasion to which the Question alludes ; I mean oral Debate ; as there was upon all other important Cases, before we proceeded to give our Assent or Dissent in Writing.

Q. Can you give any Account of that Debate ?

The Counsel for the Defendant objected to the Question ; the Result of that Debate being entered upon the Consultation.

Then the House adjourned to the Chamber of Parliament.

(a) Vide *supra*, Page 64 and 66 and 67.

(b) Vide *supra*, Page 1482, & seq.

Die Jovis, 27^o Februarij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

“ Gentlemen, Managers for the Commons, and Gentlemen of Counsel for the Defendant, I am commanded by the House to inform you, that it is not competent for the Managers for the Commons to examine the Witness, Philip Francis Esquire, to any Account of the Debate which was had on the 9th July 1778 previous to the written Minutes that appear upon the Consultation of that Date; and now you may proceed in your Reply.”

The Managers for the Commons requested the last Two Questions and the Answer of the Witness, and the Resolution of the House, might be read by the Clerk.

The same were accordingly read, and are as follow :

‘ Q. Whether there was any Debate at the Board upon the 9th Day of July 1778 previous to the written Minutes that appear upon the Consultation of that Date ?

‘ A. There was Debate upon the Occasion to which the Question alludes; I mean oral Debate; as there was upon all other important Cases, before we proceeded to give our Assent or Dissent in Writing.

‘ Q. Can you give any Account of that Debate ?

‘ Resolved, That it is not competent to the Managers for the Commons to examine the Witness, Philip Francis Esquire, to any Account of the Debate which was had on the 9th July 1778 previous to the written Minutes that appear upon the Consultation of that Date.’

Then the Managers for the Commons desired Mr. Francis might be called to be examined further on the same Head of Evidence.

PHILIP FRANCIS Esquire was accordingly again called in, and the following Question was put to him :

Q. Whether, between the Time of the original Demand being made upon Cheit Sing, and the Period of your leaving Bengal, it was at any Time in your Power to have reverted or put a Stop to the Demand upon Cheit Sing ?

The Counsel for the Defendant objected to the Question.

The Managers for the Commons were heard in Answer to the said Objection.

The Counsel for the Defendant being asked if they wished to state any Thing in Reply, said, They would merely refer to their Arguments on the last Day, and to the Resolution of the House communicated this Day, in Support of their Objection.

Then the House adjourned to the Chamber of Parliament.

Die Sabbati, 1^o Martij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

“ Gentlemen, Managers for the Commons, and Gentlemen of Counsel for the Defendant, I am commanded by the House to inform you, that it is not competent for the Managers for the Commons to ask the Witnesses, “ Whether, between the Time of the original Demand being made upon Cheit Sing, and the Period of his leaving Bengal, it was at any Time in his Power to have reversed or put a Stop to the Demand upon Cheit Sing; the same not being relative to any Matter originally given in Evidence by the Defendant.”

The Managers for the Commons stated, That they had in their Case produced a Letter of the 14th of January 1780, signed by Mr. Hastings, Mr. Wheler, and Mr. Francis, to shew what had been done by Mr. Hastings; and had stated that, in Fact, it was His Letter: That the Counsel had made use of this Letter in the Defence for a different Purpose; namely, to shew that it was written at a Time when Mr. Wheler and Mr. Francis formed a Majority of the Board; whereas, in Fact, Mr. Barwell was then in the Council, and actually signed the Letter, as would appear from the original Letter, which they now tendered in lieu of the Letter which had been read, which was a Triplicate, and which had been put in by Mistake.

The Counsel for the Defendant said, That, upon the Statement made by the Managers for the Commons, they had not the least Objection to admit that the Letter was signed by Mr. Barwell, as well as by the other Three Members of the Board.

Then Mr. Hudson was again called in, and produced a Letter, dated Fort William, 14th January 1780, and read the Signatures, viz.

“ Warren Hastings, Richard Barwell, P. Francis, Edw^d Wheler.”

It was admitted that the Contents of the Letter were the same as those of the Letter before produced by the Managers for the Commons.

The Managers for the Commons next stated, That a Witness produced by the Defendant having stated, “ That it was the Course for the Annual Revenue paid by the Rajah Cheit Sing to be paid the Day it was due, and that it was always so understood by Cheit Sing and the Resident (a);” they should next prove, from the Correspondence in the Resident’s Office, that the Practice was to give 51 Days Grace, and consequently that the Witness had a Knowledge of that Fact contrary to the Evidence he had given.

Read, from Book 582, the following Extract, being a Letter from the Governor General and Council at Bengal to Mr. Francis Fowke, dated 26th February 1776, and beginning at Page 23 of the same Book.

“ To Mr. Francis Fowke.

“ Sir,

“ We have received your Letter of the 13th Instant, apprizing us of Raja Cheyt Sing’s Acquiescence in the ultimate Terms, which we had fixed for the Remittance of his Tribute to Calcutta, and enclosing Bills to the Amount of Sicca Rupees 1,94,071 8.

“ We observe that the Bills are all made payable at 51 Days after Date; and we think that these Terms may be considered favourable to the Raja: We agree, however, to the Continuance of them, in order to facilitate the Remittance to him, and direct you to insist on Bills of Exchange from the Raja, for every monthly Kist, to be made payable in Calcutta, within 51 Days after the

(a) See Page 1694 Printed Minutes.

Day on which the Kist becomes due; to the punctual Discharge of which, we require that he bind himself in the Payment of 1-4th per Cent per Diem, on whatever Part of each Kist may remain unpaid at the End of the 51st Day after it falls due.

" We have ordered proper Sunnuds to be prepared, specifying the above, as well as the several other Conditions, which have already been agreed to, and shall forward it to you, to be delivered to the Raja.

" Fort William,
26th February 1776.

" We are,
" Sir,
" Your most humble Servants,
(Signed) " Warren Hastings,
J. Clavering,
Geo. Monlon,
Rich^d Barwell,
P. Francis."

The Managers for the Commons stated, That the Defendant having produced a Variety of Evidence to shew the Badness of the Police established in Benares, and particularly a Letter of Major Eaton's, in the Appendix to the Benares Narrative, they would next produce a Letter of Major Eaton's, to shew he did not consider the supposed Irregularities worth enquiring into.

The Counsel for the Defendant objected to the Evidence.

The Managers for the Commons were informed, That the Whole of the Benares Narrative, and the Papers annexed, having been given in Evidence originally by the Managers for the Commons, the Evidence tendered was not admissible.

The Managers for the Commons next stated, That a Part of the original Case made by them was, that the Country of Benares, according to Mr. Hastings's Account of it, was in a State of Devastation in the Year 1784: That in the Defence, the Counsel for the Defendant had produced a Letter from Mr. Duncan to Lord Cornwallis, dated 5th November 1790, to shew that the Country was at that Time capable of yielding the Revenue; they should now therefore produce Evidence of the intermediate State of the Country between those Periods, and particularly of the State of it in the Year 1788; for which Purpose they desired a Letter and Report of Mr. Duncan to Lord Cornwallis, upon that Subject, might be read.

The Counsel for the Defendant objected to the Evidence.

The House informed the Counsel for the Defendant, That it appeared from the Printed Minutes, Page 1664, that the Letter of Mr. Duncan, which they had originally given in Evidence on the Part of the Defendant, to shew the flourishing State of the Country in the Year 1790, stated, " That he meant to have annexed to his Letter a Report of the State of the Collections of Benares for the Full Year 1797, as a natural Sequel to that of the First Year of the permanent Settlement, but it was too voluminous to be then transmitted;" and that the Evidence now offered by the Managers for the Commons, was the Report so alluded to, and termed a natural Sequel to the Letter they had produced.

Whereupon the Counsel for the Defendant waived their Objection.

Read, from Book 500, the Whole of a Consultation of the 3d of October 1788, beginning at Page 161 of the same Book.

" Fort William, the 3d October 1788.

Rev. Dept.
Friday.

" At a Council; Present,
" Earl Cornwallis, K. G. Governor General, President,
The Honble. Charles Stuart,
and
John Shore Esquire.

" Read and approved, the Proceedings of the 1st Instant.

" Read, the following Letter and Papers accompanying it from the Resident at Benares.

" To Earl Cornwallis K. G. Governor General in Council.

" My Lord,

" (" Having now been a Twelvemonth in Charge of the Residency of Benares, and having en-
deavoured, during that Period, to inform myself, as well as possible, concerning the real State " of

Residential
Be at s, 12th
S :

§
Can. Don. for
G. L. 10 52

“ of the Zemindarry; I mean in this Address, in the first Place, to submit to your Lordship in Council, the Substance and Result of my Enquiries, and thence to proceed as directed in my original Instructions of the 27th July 1787, to submit such a Plan for the future Management of the Affairs of this important Part of the British Possessions in India, as may appear best suited to its Situation, and productive of the greatest possible Advantage to its numerous Inhabitants.

“ In the first Place, I think it proper to premise what I believe to be, and to have been, the real Revenue, Ability of the Country, or the medium Amount, annually collected for Years past from the Zemindars and Ryots, the more especially, as I do not find that this Subject has been ever yet clearly ascertained, or accurately detailed to our Government.

“ The most particular Statement I have yet met with in English on this Head, exists in a Copy I have obtained, as far as relates to Benares, of the Dissertations of Mr. James Grant junior, on the general Finances of our Territorial Acquisitions in India, in which that Gentleman makes the total Malguzarry, or publick Revenue of this Zemindarry, as established in 1184 Fussully, to amount to Rupees — — — 73,78,321 0 0

“ But by the Account herewith submitted, N^o 1, (corroborated by the Remarks in the Account N^o 2,) it will appear that, from some Mehals or Districts being overvalued in Mr. Grant's Statement, and others inserted which form now no Part of the Zemindary, this Valuation is over-rated to the Amount of about — — — 14,12,916 4 9

“ Remains real Valuation or Mofussil Produce up to 1194, — R^o 59,65,404 11 3

“ I do not pretend to assert that this Correction of Mr. Grant's Statement is absolutely correct to a Rupee, or even, perhaps, to within a Lack; but is conformable to, and the Result of the best Materials I have been able to procure, and stands corroborated by the Mofussil Receipts, so that, at least, I have yet no sufficient Reason to doubt its Authenticity, more especially as I am assured by Offan Sing and Sadanund Bukhsy, and generally by all the Officers both in and out of Station, whom I have consulted, that the Encrease laid on the Country by Cheyte Sing, (the Particulars of which are stated in the Voucher N^o 3,) did never at any Time amount to Nine Lacks of Rupees, as stated in Mr. Grant's Account; and, with respect to the additional Aboab, stated by that Gentleman to have been levied under the Heads of Serf, at Hoondeewaun, they positively deny even its Existence:—As Mr. Grant's Account has been given to the Public, and will, no Doubt, be noticed in England, I think it a Duty incumbent on my Station, thus briefly to suggest what has appeared to me on the Subject, that the present or future Administrators of Indian Affairs may not be led into Error, by over-rating the Ability of a Country, sufficiently valuable to merit every Care and Regard for the Preservation of its existing Fund. But as the Ascertainment of the Truth is above all Things desirable, if Mr. Grant will be so good as to specify his Authorities, or to favour me with Copies of his Accounts, I shall be truly happy to avail myself of the Lights they afford, to correct my present Statements, if they shall prove, on the Test of them, to require it.

“ The Truth, or strong Probability of the Accuracy of the preceding Statement, seems to result from, and is founded on its agreeing with the actual State of the Mofussil Jumma, or Rental of the Country for these Seven Years past, as will appear by the accompanying Translations, from N^o 4 to 10, of these several yearly Accounts taken from the Cannongoe's Records, of which the following is the Abstract, as Particulars:

“ Particulars of all the said Seven Years Accounts in the Additions thereof, in the Voucher, N^o 11.

“ Jumma Mâl, or Land Rental of 1187, exclusive of Jagiërs la Khetage, or Free Lands and Customs; and exclusive also of the Alienations, such as Kheraghur, since made from the Zemindarry, and including Rupees 21,663 9 of Aboab, blended, since that Year, with the Mâl or Ground Rent, — — — 44,87,944 6 0

“ Deductions from this Jumma, or Defalcation in the said Revenues, from the Fussilly Year 1188 to 1194, both inclusive, — — — 14,48,163 1 0

“ Remains of Jumma of 1187 up to 1194, — — — 30,39,781 5 0

“ Beſhee, or Encrease to the said Jumma, during the Period in Question, including R^o 18,518 0 3 Tukrar Jumma, or erroneously brought to Account in the Canongoes Records, — — — 15,45,724 13 3

“ Real Amount of Mofussil Jumma, to the End of 1194, including the Tukrar Jumma aforesaid, — — — 45,85,506 2 3

“ Add Aboab, new and old, as per Vouchers, N^o 12 and 13, — — — 1,83,978 10 3

“ Results Mofussil Revenue, Land Rental, up to 1194, including Tukrar Jumma, — — — 47,69,484 12 6

	Brought over	47,69,484 12 6
" Deduct Tuckrar Jumma, as above,	—	18,518 0 3
" Remains Real Revenue, Land Rental, up to 1194, as per Voucher N° 11,	—	47,50,966 12 3
" Add Customs, Jagiers of the Rajah, Ouffan Sing, and Beneram Pundit, together with Articles of the Revenue abolished, and for which the Rajah receives an equivalent Deduction since 1188 and 9, Fully, as per Particulars in the Voucher N° 14,	—	11,73,016 0 0
" D ^y , estimated Amount of annual Buhray,	—	42,000 0 0
" Produceable Jumma of the Country, including the Pergunnah of Khyra Ghur, and exclusive of La Karage, or Free Lands, as per Voucher N° 14,	—	12,15,016 0 0
" Deduct Khyrar Ghur, now alienated,	—	59,65,982 12 3
	—	2,23,046 14 0
" Remains produceable Jumma of the present Country of Benares,	—	57,42,935 14 3
<p>" Which Result of the Seven Years Accounts in Question agrees within a few Hundred Rupees with the 2d Column of the Comparative Account N° 1, exhibiting the Differences between Mr. Grant's and the Canongoes Jumma; and the latter, or the Rental as stated from the Canongoes Accounts, and contained in the said 2d Column, stands therefore corroborated, as well by the Particulars of the same Accounts for Seven successive Years, as by the Remarks on Mr. Grant's State of the Jumma, contained in the Account N° 2, shewing the Particulars wherein that Gentleman appears to have over-rated it to the full Amount of the Difference between his and the Canongoes Statements aforesaid.</p> <p>" I feel that it may however be objected to the Deductions or Inferences here drawn;—that, as by the General Account N° 11, of the Mofussil Rental, for the Seven Years aforesaid, this Rental appears on the Whole to have improved near a Lack of Rupees, the Result of the Account for 1194, as I have stated it in the Voucher N° 14, should thus far exceed the correct Statements, N° 1 and 2, of Mr. Grant's Accounts: But to this I answer, that although even an unaccounted Difference of a Lack of Rupees in a Statement of this Nature and Magnitude ought, perhaps, not materially to affect its general Accuracy, more especially when supported by Seven Years consecutive Accounts of the general Mofussil Rental, as is the Case in the present Instance; yet, I believe, it would be no very difficult Matter, in Reference to the present Difficulty, to reconcile this apparent Difference, if we had the Canongoe Statements of the Mofussil Revenue from 1184 to 1187, or from the Date of Mr. Grant's Accounts to the Period when mine begin, to shew the Alteration in the Mofussil Jumma during that Period, together with the Particulars of the actual Customs collected from 1184 to 1187, by the Zemindars along with their Land Revenue, of which the Canongoes were at no Period allowed to keep any Account. ' But for the present, at least, to close this Subject, I think the Seven Years Accounts I have produced of the actual Collections, combined with the Corrections made in the Account N° 2, of Mr. Grant's Jumma,' do clearly enough shew, ' that, instead of 73 Lacks, this Country was never assessed (including even Khyrar Ghur, now alienated from it), to above Sixty, out of which to defray all Expenses of internal Management, including Jagiers to the Rajah and Individuals, and to pay a Revenue of Forty Lacks of Rupees to the Company, nor can its highest Valuation including Customs be now, since the Alienation of Khyra Ghur, rated at above 58 Lacks, or rather according to the preceding numerical Deduction at Rupees,'</p>		
" From which deduct, Amount of Rajah's and others Jagiers, as per Account N° 14,	—	57,42,935 14 3
	—	4,26,658 0 0
" Remains applicable to the Publick Revenue up to 1194,	—	53,16,277 14 3
" Add Deductions made in the Course of the current Year in the Department of the Customs, as per Account N° 7, accompanying the Resident's Address of the 1st May last to the Governor General in Council,	—	1,59,934 10 0
" Remain Funds applicable to the Publick Revenue, and Charges of Collections and Management up to the End of 1195,	—	51,56,343 4 3
<p>" So that instead of the large Surplus stated by Mr. Grant, little more than Eleven Lacks of Rupees do in Fact exist in this Country to defray all the Expenses of Collection, including the Profits of the Farmers, and to supply occasional Losses, to which every Country must be liable; the Truth of which Observation will further appear by shewing in the following Statement, what Surplus of the Revenue Funds of Benares can remain, after deducting, according to Mr. Grant's Treatise, One-fifth of the gross Produce for the Charges of Collection and of internal Management :</p>		

" Gross

" Gross Revenue Funds of the Country, including the Rajahs and other Jagiers as above,	—	57,42,935 14 3
" Deduct Benaram and Offan Sing's Jagiers (which are a real Alienation) as per Account N° 14,	—	1,14,300 0 0
" Remains applicable Funds for a Publick Revenue, including the Jagiers of the Raj, or (as Mr. Grant states him) the Farming Landholder, which amount in all to R ¹ 3,12,358, as per Voucher N° 14,	—	56,28,635 14 3
" Deduct Charges of Collection, &c. 1-5th or 20 per Cent. as allowed by Mr. Grant,	—	11,25,727 2 10
" Remains ultimate Funds, according to Mr. Grant's Allowance for the Company's 40 Lacks, up to 1194,	—	45,02,908 11 5
" Deduct further Diminution in these Funds from the Custom-house Regulations in 1195, as above,	—	1,59,934 10 0
" Remains real Funds, after deducting Mr. Grant's Allowance for Charges of Collections, &c.	—	43,42,974 1 5
" Which is certainly as little as such a Revenue can be expected to be realized from, taking One Year with another; and shews, that the Government's Assessment on Benares is sufficiently high, even if its present Mofussil Revenue were every where collected according to the due and fair Rates, and not in some Places by such exceptionable Means as I shall have Occasion to notice in the Sequel of this Address.		
" The Speculative Calculation exhibited in the last Statement, will be corroborated and corrected by the separate Account accompanying (marked N° 15), which exhibits the real Mofussil Rental, Collections, and Balances for Seven following Years, up to the End of the last Fulsuly Year 1194, including those of the Jagiers, together with the Mujeraree, or that Part of the Collections remitted on various Accounts to the Under Farmers and others, and the Distict of Khyra Ghur, now no longer appertaining to this Zemindary. Deducting therefore these three unproductive Heads or Articles, I have, to save the Trouble of Reference, here inserted the Abstract of this important Account, which contains the Foundation of all our Government's Revenue Dependence from Benares.		
" A BSTRACT of the Gross Mofussil Rental, Collections, and Balances of such Part of the Revenue Funds of Benares as are applicable to the Payment of a Public Revenue to Government.		

English Year.	Fulsuly Year.	Jumma, or Rental.	Wassil, or Collections.	Baky, or Balance.
1780/81.	1188.	49,04,450 15 3	44,62,354 14 0	4,42,096 1 3
1781/2.	1189.	49,53,414 12 9	43,80,708 0 6	5,72,706 12 3
1782/3.	1190.	49,85,925 7 6	46,69,353 11 0	3,16,571 12 6
1783/4.	1191.	51,12,796 5 3	47,14,258 11 9	3,98,537 9 6
1784/5.	1192.	52,67,822 12 6	49,31,589 3 0	3,36,233 9 6
1785/6.	1193.	49,09,067 10 3	46,05,134 11 3	3,03,932 15 0
1786/7.	1194.	52,00,239 14 6	48,73,915 13 6	3,26,324 1 0
" Total for Seven Years,		3,53,33,717 14 0	3,26,37,315 1 0	26,96,402 13 0
" Medium for One Year,		50,47,673 15 8	46,62,473 9 3	3,85,200 6 5
" Deduct Custom House Reductions of this Year, or 1195 Fulsuly, as before,		1,59,934 10 0	1,59,934 10 0	—
" Remains Real Medium Funds of Benares to pay the Government's Revenue, and to supply the Amils Profits, and all the internal Management, excepting only the Rajah's Jagier,		48,87,739 5 8	45,02,538 15 3	—

“ Thus, upon the surest practical and numerical Deduction of Seven Years actually realized
 “ Revenue, I may state the actual Mofussil Collections applicable to the Public Revenue at no
 “ more than Rupees 45,02,538 15 3, which may perhaps even appear too small to pay a Reve-
 “ nue of 40 Lacks to Government.

“ Accordingly, the Collections for the Public Revenue have once in the above Years fallen short
 “ of the Amount to be paid to Government, and have several Times but very little exceeded;
 “ and from 1188 to 1194, the Jumma or Rental assessed on the Country by the Raja, has, on the
 “ Whole, and notwithstanding sundry Encreases, decreased to the Amount of R^o 2,82,008 8 3,
 “ as will be seen by the accompanying Comparative Account thereof, marked N^o 16; which
 “ Statement is followed by a View of the Particulars of the Rajah's or Sudder Settlement for each
 “ of these Years, N^o 17, and of the Collections thereon, N^o 18; of all which the following is a
 “ Comparative Abstract to shew how he has paid his Revenue annually.

Years Closed.	Years Fully.	Rajah's Jamma payable to Government.	Governor's Deduc- tions to the Rajah.	Remains to be paid by the Rajah.	Collected from the Country.	Sub to Charges of C- ollections according to the Establishment.	Nett Collections.	Excess.	Deficiency.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.
1781/82.	1189.	33,33,332 5 0	1,53,611 1 6	31,79,721 4 0	35,73,600 15 6	1,47,548 7 0	34,26,14- 3 6	4,92,191 15 5	—
1782/83.	1190.	40,00,001 0 0	1,53,334 13 3	38,46,666 2 7	42,77,777 14 3	1,47,548 7 0	41,30,228 7 3	2,45,562 4 6	—
1783/84.	1191.	40,00,001 0 0	1,53,334 13 3	38,46,666 2 7	38,60,820 4 3	1,64,410 14 9	36,96,409 5 6	—	1,88,256 13 3
1784/85.	1192.	40,00,001 0 0	2,11,759 7 0	37,88,241 9 0	41,47,500 14 3	1,51,208 7 0	39,95,851 7 3	2,07,609 14 3	—
1785/86.	1193.	40,00,001 0 0	1,72,058 3 0	38,27,942 13 0	40,24,046 7 0	1,51,208 7 0	38,74,838 0 0	44,895 3 0	—
1786/87.	1194.	40,00,001 0 0	1,72,058 3 0	38,27,942 13 0	40,49,962 12 0	1,51,208 7 0	38,58,754 5 0	70,811 8 0	—
Total of Five Years,		2,00,00,005 5 0	7,86,545 7 6	1,92,13,459 8 6	2,03,59,666 3 9	7,60,580 10 0	1,25,61,051 0 0	5,68,878 13 9	1,88,256 13 3
Medium of Five Years, Add to the Balance of 1191, Part of the Col- lections made in 1192 and 3, but not brought to Account,		40,00,001 0 0	1,57,611 1 6	38,42,639 14 6	40,71,933 2 9	1,53,120 15 0	39,18,816 5 0	1,13,775 9 3	—
Medium brought down to 1194, Deduction, Diminution in the Resources of 1195 by the Custom House Regulations, Remains probable Nett Collections for future Years from the Mo- fulfil,		—	—	—	—	—	—	—	1,26,398 4 9
Add Collections made by the Rajah from the Aumils distinctly from their general Revenue, under the Two Heads of Buiray and Kuf- loom Khazānah, as per Voucher, No 19, estimated altogether at		40,00,001 0 0	1,57,611 1 6	38,42,639 14 6	40,71,933 2 9	1,53,120 15 0	39,18,816 5 0	1,13,775 9 3	3,14,655 2 0
Add Nuzzeratā joined to the Settlement in 1195, of the present Year,		—	—	—	—	—	68,000 0 0	—	—
Total Wages and Man-		—	—	—	—	—	38,26,881 11 0	—	—
		—	—	—	—	—	1,64,155 0 0	—	—
		—	—	—	—	—	40,11,576 11 0	—	—

“ In Explanation of the above Account it may be proper to mention, that I have not included
 “ the First Year, or 1189, in the Addition and consequent Medium, because its Jumma was
 “ avowedly out of all Proportion less than that of all the other Years. The Nett Excess of the
 “ Collections during this Year (1189) being no less than Rupees 4,92,191 15 3, shews with what
 “ Propriety Durg Bejy Sing withheld the Payment of the Balance justly due from him to Govern-
 “ ment, and still unliquidated, of Rupees 1,42,259 5 11, when there was a Surplus of nearly
 “ Five Lacks of Rupees to discharge it with.

“ The Encrease in the annual Deductions granted by Government, as contained in the Fourth
 “ Column, was occasioned by the additional Grants to Individuals in 1784, as already explained
 “ in my Address of the 15th February last, and those of the Full Year 1192, or 1784-5,
 “ being the highest of all, is owing to the Remission, in that Year, of the Duties on Grain, on
 “ Account of the then prevailing Scarcity.

“ The sudden Charges of Collection, or those paid by the Rajah at Benares, comprehended in
 “ the 7th Column, consisted, up to the End of 1194, of the following Articles :

“ 1st, Rozecnadar Establishment, or Charity allowed by Government, and provided for with “ the Raja, in the Terms of his original Settlement, —	R ^s 33,296 7 0
“ 2d, Farther ready Money Allowances paid by him to other Individuals, “ on Account of the Company, and for which he took Credit at the End of “ the Year, — — —	3,660 0 0
“ 3d, A Payment on his Account to Behadur Ali Khan, whose Land he “ farms, — — —	2,252 0 0
“ 4th, Batta, or Gowershahy Rupees, — — —	54,000 0 0
“ 5th, Khelauts to Amils, estimated at — — —	10,000 0 0
“ 6th, Sebundy, or Establishment of what is called the Raja's Sebundy, for “ making the Collections, at R ^s 4,000 $\frac{1}{2}$ M ^s , which includes also the Charges “ of the Moolky Adawlut, — — —	48,000 0 0

Total Rupees. 1,51,208 7 0

“ The First and Second of the above Articles have been lately transferred to the Company's
 “ Treasury, to be thence paid to the Parties entitled to it.

“ The Column N^o 9, shews the Surplus Collections annually made by the Raja, or by those in
 “ Authority under him, and the Nabab, since his Accession; and the Tenth and last, the Failure
 “ of One Year, (1191 Full Year,) to the Amount of Rupees 1,88,256 13 3, by which, and the
 “ further Sum of Rupees 1,26,398 4 3, which, although realized from the Country in 1192 and 3,
 “ Full Year, was never paid to the Rajah, as it ought to have been. He has incurred a Balance since
 “ his Accession, of Rupees 3,14,655 2 0, as above stated; for the Payment of which he has, on
 “ certain Terms, bound himself to Government, during the residency of my Predecessor Mr.
 “ James Grant.

“ Should the above Detail have proved tedious to your Lordship, I request it may be im-
 “ puted to the Desire I have anxiously entertained of putting the British Government in India in
 “ Possession of what I consider and believe to be a true State of their Resources from this Part
 “ of the Company's Territories. No Part of it is founded on any other than authentic Docu-
 “ ments, drawn from the direct and official Channels of Information; and if it be proved mate-
 “ rially erroneous, I shall own myself very much deceived. Having thus submitted it to Govern-
 “ ment, I proceed to the Detail of the Settlement, and Collections of the present Year.”)

✍ [“ With respect to the former, or the present Year's Settlement, the Government is already ap-
 prized of the few general Regulations I laid down to the Raja for his Guidance in making it, which,
 although he professed to make the general Rule of his Guidance, he did not invariably adhere to,
 from the following Circumstances :

“ In the First Place, Kulb Ali Beg having a Three Years Lease of several Mehals or Pergun-
 nahs, and having also a Claim to continue Security with the Charge of the Collections in
 another called Bowlie, in consequence of a Stipulation entered into between him and the late
 Resident, on his having engaged to make himself answerable for the Revenues of 1194, which
 were then in Jeopardy from the Failure of another Renter. The Rajah finding, on his First
 Suggestion of the Matter to me very shortly after my Arrival, that there might possibly prove
 Objections to his First Design of breaking through the Lease with Kulb Ali for his Third Year,
 which he did Once meditate, on Plea that the original Engagements for it had not been his
 voluntary Act, determined, suddenly and even without my Privy, on Reconciliation, in
 Appearance at least, with this Capital Farmer, between whom and himself there had long
 subsisted a strong Enmity, in consequence of which he not only continued to him all the Lands
 included in the Three Years Lease, but added some others, which he accounted for to me at
 the Time, and obtained my Consent to, on Plea that he had acted on Grounds of Expediency,
 as he could not, he confessed, have obtained equivalent Terms for all the Mehals thus rented
 to Kulb Ali Beg, had he let them separately; but he observed that Kulb Ali's Profits on the
 Whole would make up for the possible Deficiencies in some particular Districts; and as, both
 from my own Want of local Knowledge at that Time concerning the Affairs of this Country

or the Responsibility of the Farmers, and with a View to promote the declared Object of Government in making the Raja his own Manager, I left the Formation of the Settlement entirely to him, only reserving my ultimate formal Confirmation of the Whole of it; I accordingly acquiesced in this Measure, although even at that Time with some Degree of Hesitation arising as well from the Magnitude of the Charge thus committed to Kulb Ali of about 10 Lacks of Rupees, as from my Apprehensions in regard to the Effects of the latent Enmity, and only apparent Friendship that existed between the contracting Parties.

"All the Rest of the Settlement was made in the usual Way,] § ("and I had no Complaints on the Subject at the Time of its being formed, excepting from Mehendy Ali Khan, a Persian Adventurer in this Country, who did say that the Rajah had exacted too high Terms from him, for the Two Pergunnahs of Ghazeepore Proper and Shaccabad, which he had also rented the Year before; but as there did not appear any material Difference between the Rental now exacted, and that of last Year 1194, I did not at that Period of the Settlement think necessary to interfere between the Rajah and this Renter, who thereupon proceeded into the Purgunnahs to make his own Settlement.") §

§ ["It may be here remarked, that the Rajah was unable to find Renters for several of his Districts, owing to the known Defalcation that had taken place in the Funds, for paying their Rents. These, to the Amount of Rupees 4,13,075 2 0, according to the Jumma of 1194, he was reduced to keep Amance, that is, to make the Collections of them by his own Officers."] §

§ ("For the Settlement thus made, I concerted with the Raja the Form of an Amienama and Cabooleat, which will be found in the Voucher N° 20. The principal Alterations in which, from those of the preceding Year, consist, 1st, In the Aumils stipulating expressly to be answerable for all Thefts and Robberies committed within their respective Districts. 2dly, In their renouncing all Claim to any Deduction for the intended Abolition of the Duties on the Transportation of Grain, and other Articles of the interior Trade, which they had hitherto collected; and 3dly and lastly, To forfeit Three Times the Amount of any undue Exactions of Revenue that might be proved against them, on the Complaints of the Ryots.") §

§ ["The Settlement thus concluded, the first Accident that occurred respecting it, was at the Collection of the First Kist or Installment, when Mehundy Ali Khan, above-named, being called upon for the Payment of his Kist, which was wholly in Balance, and the Peons threatening to carry him to the Raja's Cutcherry, to answer for his Failure; his Pride suffered so severely at the Idea of Degradation, in being in this Manner subject to the Rajah's novel Authority, that combining, perhaps, with the Idea of the high Settlement he had entered into as above intimated, he, rather than submit to appear in the Cutcherry of Raja Mehipnarain, whither he was about to be carried, swallowed a considerable Dose of Arsenic, from the Effects of which he was, when reduced to a Condition the most hopeless, recovered by the medical Aid of Doctor Boyd, who then happened to be with me at Benares; and as this Circumstance led me to make a more particular Enquiry into his Situation, I made the Raja grant to him a Remission of Rupees 25,000 0 0, on his Farm of the Purgunnah of Shaccabad, as that which was over-rated, whilst he relinquished the more equally assessed Purgunnah of Ghazeepoor Proper to the Raja, who has since kept it Amance throughout the Year. A separate Copy of my Proceedings on this Subject is sent herewith, N° 21.

"This Accident was soon followed by very serious and alarming Pleas, set up by Kulb or Culb Ali Beg, who came and declared to me, that he had entered into Engagements with the Rajah to far beyond the Ability of his District to yield, that nothing but his involved Circumstances with the Bankers from the Transaction of the bye-past Year, or 1194, could have induced him to accede. To these Remonstrances, followed pretty closely the Affair of Mehendy Ali Khan, and the Raja strongly objecting to my attending to Culb Ali's Pleas, lest it should bring all the other Aumils upon him, I therefore, at first, temporized; about which Time the Rajah fell ill, and continued confined to his House for a Period of nearly Two Months, during which Culb Ali renewed and enforced his Protestations about his Inability to fulfil his Engagements; and I now found much to my Disquietude, that he was, in fact, or at least generally considered as, a Bankrupt, as to Personal Wealth, which he is supposed to have dissipated or mispent in Ways not easily to be accounted for; so that being at the Close of last Year greatly indebted to the Bankers, who had advanced Money for his Kists, they had, it seemed, urged him to enter into the Current Year's Engagements, in the View of extricating themselves in the Course of it from all Connection with him. When the Rajah had recovered from his Indisposition, I questioned him closely on his Motives for trusting so large an Amount of the Public Revenue in Hands so desperate; upon which he pleaded (as above noticed) partly the Three Years Lease, and partly the Circumstance of the decayed State of some of the Districts, which, from Policy, as he thought it, he had joined with those of which the Lease was unexpired, and thrown into Culb Ali's Hands; but when I asked him what he would do now that Culb Ali had publicly declared his Inability, he sometimes urged that Engagements were binding; and that, if I allowed those to be given up, all the other Contractors for the Revenue would make similar Pleas, in Hopes of obtaining Remissions; whilst, on other Occasions, when urged on the Subject, he used to say, he would, rather than allow Culb Ali any Remission, take the Mehals out of his Hands, although he should lose ever so much by so doing; and he then himself thought it possible, that by adopting such a Measure in the Middle of the Year, he might lose more

more than Half a Lack, or about 60 Thousand Rupees; and as my Opinion agreed fully with the Rajah's in this Instance, I made out, for my own farther Satisfaction, a State of Culb Ali's Receipts, from such of those Mehals as he had farmed for 1194; and after adding up the Gross Collections for the last Year, of all his Farms for the present, it appeared that there must, on that Footing, be a Deficiency of or about Forty thousand Rupees, as per Copy of the Account thus prepared, N^o 22. The principal Officers whom I consulted on this Occasion, were all of Opinion, that Culb Ali's Mehals were at least over-rated at about 30,000 Rupees, [as will appear in the Paper N^o 23; wherefore, with a View to prevent further Loss, and to apply the safest Remedy which the Case appeared to me to admit of, I authorized Ibrahim Ali Khan to settle with him in this Manner, either that he should immediately relinquish all his Farms, or be satisfied with a Remission in the Rent payable on the Whole of them, of R^y 25,000, which Amount I promised to secure to him out of the last Kist; provided, 1st, That he regularly paid the full Sum of all the others throughout the Year; and 2^{dly}, That he kept the Secret, which was only to be known to the Nabob himself and me, for I did not even judge it expedient that the Rajah should at that Time be apprized of it, both because he would not in all Probability have kept it sufficiently secret, and would thereby have attracted (what he affected so much to fear) many other Claims on him, as well as because of the old Ill-will between the Rajah and this Farmer, which had broke out afresh since the Period of the Settlement, and with such Violence, owing to the latter's present Remonstrances, that I really thought it essential for the Good of all, and therefore my Duty, however otherwise disagreeable to act thus far without his Knowledge. After a good deal of Hesitation Culb Ali accepted of these Terms; and on the First of January the Nabob Ali Ibrahim Khan wrote me that he had done so; I accordingly considered myself bound to procure for him the stipulated Remission at the End of the Year from the Rajah, provided he performed the Two Conditions thus stipulated, through the Nabob, for Culb Ali and I had never any Conversation on the Subject. The general Settlement of the Government being thus made, stood as per Account N^o 24, which accompany this Address, as follows:

" 1 st , Amount of Revenue payable by the Renters, including supposed			
" Amount to be received from the Antany Mehals, or those not rented,	38,16,980	13	0
" 2 ^d , Estimated Amount of Customs being according to the last Year			
" 1194,	4,49,273	2	3
" 3 ^d , Amount of Nuzerana, contracted to be paid by the Renters this			
" Year along with their Settlement,	1,84,195	0	0
" 4 th , Buhray estimated at	42,000	0	0
" 5 th , Treasury Fees, or Ruffoom Rhazana, estimated at	26,000	0	0
" Total Rupees	45,18,448	15	3
" Deduct as follows:			
" 1 st , Charges of Sudder Cutcherry as already explained,			
" estimated at	1,53,120	15	0
" 2 ^d , Reductions in the Customs R ^y 1,59,934	10	0	0
" for a whole Year, Six Months of which falling in this,			
" make	79,967	5	0
	2,33,088	4	0
" Remains Rupees	42,85,360	11	3

" The above is the real expected Fund according to the present Year's Settlement for paying the Government's Revenue, and is certainly sufficient, provided it could have been fully realized, some of the Causes of the Deficiency in respect to which, shall be noticed in the Sequel of this Letter.")

§ [" After proceeding thus far in regard to the Settlement, I thought it would prove highly beneficial to my future Views for the Benefit of the Country, to make a Circuit through it, in Company with the Rajah; on which we accordingly set out on the 18th January, and did not return till the 19th April, during which we visited most Part of the Zemindarry.

" This Tour was by no Means flattering to my Wishes, as in general wherever we proceeded, we met Complaints, and saw many of the Pergunnahs in a State of Decay, and some few of the largest and best of them, little better than a Waste, amongst which deserve to be particularly enumerated those of Kereed and Baleeah, Two of those Mehals which the Raja had, from Motives of Policy, as he conceived and declared, thrown into Culb Ali's Lease, together with the extensive Pergunnah of Secunderpore, One-fourth Part of which is certainly not cultivated; and this is also the Case with Khereed (as will appear more at large by the Extracts contained in the Paper N^o 25 of my Proceedings on this Circuit); and yet the former Revenue is kept up, by a Mode well known in this Country, and even avowed by its Raja as a Maxim of Finance, that whatever additional Aboabs or Taxes are laid on a District to equalize its Assessment by Government, is no Injustice to its Inhabitants, and does not (as he conceives) even fall properly under the

Head

‘ Head of Aboab : Thus the Bow is strained, till at length it snaps ; and thus no Doubt has been occasioned in a great Measure the great Decline of some of the once most productive and well-cultivated Pergunnahs in the Zemindarry,’ (besides those above mentioned,) such as Chowlah, Zemanah, and Nerwah, in each of which there has been a Necessity of lowering the Jumma for some Years past, as there will no Doubt be in the ensuing Settlement in many others : And to this Principle is also to be ascribed the Rajah’s having been obliged this Year to keep so many of his Pergunnahs in his own Hands, as above noticed on the Subject of the General Settlement”]

§ (“ Whilst on this Circuit, Kulb Ali Beg advised both the Rajah and myself of a very severe Loss he had sustained by a Storm of Hail that happened in his Pergunnahs near to Juanpore ; but the Raja appeared by no Means inclined to listen to his Representations, on the former Plea, that his doing so would attract other Claimants on this Subject ; and thus the Affair rested till we arrived at Juanpore in March, where the Rajah informed me, that he had learnt Culb Ali was meditating his Escape from the Company’s Dominions, after collecting the Rubby Crop then unreaped, and was besides in a Sort of Despair, which the Rajah of course attributed to the worst of Motives, such as Drunkenness, &c. whilst Culb Ali, who seemed to me deeply penetrated with a Sense of his forlorn State, with Tears in his Eyes declared to me, that his Despondency proceeded from his Knowledge of the Raja’s and his Officers determined Resolution to ruin him at all Events : He now therefore declared that from these Circumstances, and the great Loss his Farms had suffered by the Hail, he was totally unable to fulfil his Engagements even (as he at that Time, viz. in March last, publicly announced to the Rajah and myself) to within the Amount perhaps of Two Lacks of Rupees ; upon which the Rajah, attributing always bad Motives to Kulb Ali, declared to me, that it was now incumbent on him to take Measures to anticipate that Farmer’s Intentions, by sending Sezawuls into all his Farms to secure the Produce of the * Rubb Crop, if he (Kulb Ali) would not now give unexceptionable Security for the Payment of the Revenue throughout the Year. In this Stage of the Business finding myself, from Kulb Ali’s present Declaration, made in consequence (as he said) of his subsequent Losses by the Hail, and of the Raja’s Enmity towards him, freed from the Promise I have made to the Nabob in January, I left him and the Rajah to settle as they thought fit, for which there was yet Time, the principal Crop remaining still untouched ; and I accordingly assured the Rajah, that I would fully support all his Acts, whether he preferred sending Sezawuls to secure the Crops then upon the Ground, or to compromise with Culb Ali, by making him some adequate Allowance, in Consideration of the original high Terms of his Settlement, and of his subsequent acknowledged and considerable Losses by the Hail ; but as instead of 60,000 Rupees, for which Sum I believe I could have satisfied Culb Ali and the Bankers who supported him, the Raja would on both Accounts agree at most to only Rs 30,000, I declined all further Interference, even the most indirect ; and this Second Negotiation indeed, by the Rajah’s declining to send Sezawuls, and conferring a Khelaut on Kulb Ali, by Way of restoring Confidence to the Bankers, who had entered into Engagements to pay Kulb Ali’s last Kist, which the Rajah feared they would not perform if he then proceeded to dispossess that Farmer, who proceeded with his Collections till shortly after my Return to Benares, when, in consequence no Doubt of Difficulties and Troubles excited between him and the Zemindars, from the Strictness he was obliged to use in his Collections, Mr. Neave was, on his Application to the Rajah, and the Rajah’s to me, deputed with some Military Force, to secure the Peace of the Districts belonging to him in the Vicinity of Juanpore, and to assist in the Realization of the Revenue ; and Kulb Ali Beg being soon afterwards called into Benares for his Balances in the Pergunnahs of Khereed and Beleeah, which lie in the Circar of Ghazipoor, and confined by the Raja on that Account to his own House, where he still remains, the Collections of the Juanpore Districts were thereby necessarily left to Mr. Neave, by whose unremitting Exertions, as long and as far as his Health would permit, the Sum of Two Lacks of Rupees have been realized, the greater Part of which would probably have been lost, but for our Interposition ; and upon this Occasion it is a Duty incumbent on me, to bear Testimony to the cheerful and able Assistance afforded to me by that Gentleman, whose Health I am sorry to add has severely suffered by the Commission which has thereby sooner terminated, by his indispensable Return to Benares, than either he or I could have wished, which may no Doubt to far lessen the beneficial Consequences of his local Inspection of that Part of the Country, during the Measures that have since been carried on for its Cultivation and Improvement.

“ The Discussion which Culb Ali’s Failure has led to of his Accounts having in the First Instance occasioned a Discovery that the Bankers had appropriated to themselves the Amount of Rupees 17,084 14, on Plea of repaying Kulb Ali’s Debts to them on Account of the preceding Year ; I was thence induced at the earnest Entreaty of the Rajah to pass an Order, that they should refund this Amount to the Publick Revenue, because I believe it to be conformable to the Ideas and Practice of India in similar Cases to prevent all such unauthorized Appropriations of the Current Collections, more especially as in the present Instance, where the failing Renter is an avowed Bankrupt ; but how much soever I was in my own Mind satisfied as to the general Justice of such Resumption, yet it gave such Offence to the Bankers at Benares, “ through

“ through whom all the Revenue of this Country passes from the Renters into the Rajah's
 “ Treasury, that they combined not to give their Notes, called in this Country Dakhillas,
 “ for the next Kist, until I agreed that the Amount thus taken from them should be deposited in
 “ one of their own Houses, subject to such further Order as I might ultimately issue on the Subject;
 “ and I am sorry to find that this first ordered Relumption constitutes but a small Part of
 “ similar Misappropriations, since, from a later Discovery made by Kulo Ali Beg, he states the
 “ Amount of them to exceed 70,000 Rupees, the Recovery of which will prove a Matter of
 “ great Difficulty, because from the System hitherto established in this Country, the Shroffs or
 “ Bankers can in Fact in a great Measure command the Raja and Government itself, with respect
 “ to the Realization of the Revenue; the Custom being for each Kist to be realized not in Cash
 “ but by their Dakhillahs or Notes, payable in a certain Number of Days from the Dates thereof,
 “ and as the Renters are generally in Arrears to them, they of course exact their own Terms
 “ from the latter for these Dakhillas, as well as sometimes from Government, before they will
 “ give in those of the ensuing Kists: After all which, the Realization of these Dakhillas becomes
 “ sometimes a Second Difficulty to the Raja, or rather to myself, who am thus obliged to yield
 “ constant Attention to reconcile as far as possible all the jarring Interests of Renters, Bankers,
 “ and the Raja, to secure the Payment of each successive Kist between the Period of the Dakhillas
 “ being delivered in, when my Towjee Account is also dispatched, and the End of the English
 “ Month, by which Period the Dakhillas must be realized. From which short Description it must
 “ appear sufficiently evident, that I have throughout the Whole of this troublesome Year been
 “ forced to exert every Influence as if I had myself been the Collector, without however possessing
 “ or being able to exercise that minute Inspection over the Aumils or Renters which the Success
 “ of all Collections in this Country essentially requires; but these Inconveniences, however
 “ embarrassing, I have not allowed myself seriously to regret, in Hopes of promoting the grand
 “ and declared Object of my Instructions, namely, the Restoration of the Raja ‘ to the fullest
 “ possible Exercise of the Functions of his Station;’ yet such is the undignified Idea entertained
 “ of him, owing perhaps to his former depressed State, and such the Unwillingness of People
 “ in general to submit to, and still less to promote his Aggrandizement, or to place Reliance in
 “ his Acts, that Time alone can, if ever, effectually confirm his Respectability or secure the
 “ Collections made under his Authority; Truths which have been severely experienced during
 “ the Course of the present Year, to the Risk of entailing upon myself the Odium of his
 “ Failure; in respect to which I will however be candid enough here to own, that even the Effects
 “ of my Interference may in some Instances have operated in a certain Degree to his Disadvantage,
 “ from the Natives still wishing to adhere to the Residency in every thing, and to him in nothing,
 “ and from the natural Consequences of a divided Authority, the Limits of which, on both Sides,
 “ have during this Year remained unascertained and fluctuating, between my earnest Desire to
 “ establish his Authority, and a very considerable Counteraction of the Natives to submit to
 “ it.”

☞ [“ I have, however, never yet ultimately despaired of effecting the Board's Wishes, more especially in regard to the Regulation of the Country at large, so as, if possible, to establish such a System as may leave but little to the Rajah's own Act, or even to those of the Resident; but to render the Security of the Inhabitants depending on the Operation of permanent Regulations, trusting as little as may be to the Will of the immediate Ruler: In this View, and as the Commencement of a System of Law and Regularity, so essentially requisite to the Well-being of a Dominion so distant even from the Seat of our own Indian Government, I originally proposed the Institution of the Three new Courts of Justice; the future Extention, and further Regulation of which, will form a subsequent Part of this Address. The Trade and Commerce of the Country have been regulated by Government itself in a Manner which, though highly beneficial in other Respects, has proved for the present Year an additional, and to the Raja a heavy and unexpected, Curtailment of his Resources, and ought, perhaps, in Equity, to plead for a larger Remission in the Payment of this Year's Revenue than he has yet obtained; but by far the most material Reformation remains to be effected, namely, that in the Collection of the Revenues. To obtain Information into the real State of the Country in this Respect was the main Object of my Circuit, and I now mean to submit the Result of my Investigations.

“ It is proper to premise that there are Two general Modes for the Payment of the Revenue in this Country; One, by a stipulated Rate of Money Rent; the other, called Bettay, which is also generally paid in Cash, but the Amount whereof is rated according to the Market Price of the actual Produce, ascertained by Measurement, and an Estimate of the Abundance or Deficiency of the Crop. Some Articles, such as Sugar Cane, Opium, Tobacco, and Vegetables, are always paid for according to the First Mode, which is called Nekdy, whilst the general Crops of Basley and other common Grain are paid for in the Mode of Bettay; which last I have found to constitute, in its present State, a fruitful Source of Contention throughout the Country in general, from the Renters being tempted by their natural Avidity to over-reach the Ryots, by using short measuring Rods, and otherwise over-valuing the Produce; and by the Ryots on their Part making use of every Device, such as stealing the Grain and other Artifices, to enable them to cope with their Adversaries the Renters. Nor are the Nekdy Lands free from equivalent Inconveniences, which principally arise from the additional Articles of Aboab, which the Renters have, since the Expulsion of Cheyte

Cheyte Sing, been gradually accumulating under various Denominations upon the Rent as it then existed. A particular Account of all which additional Aboabs is herewith submitted, together with an Abstract, marked N^o 12 and 13, as already referred to in a former Part of this Address; of which Statements the Result is, that since Cheyte Sing's Expulsion, the Article of Aboabs has, on the Whole, encreased from the Sum of Rupees 1,33,310 15 9, at which they stood in 1187, to Rupees 2,53,258 1, at which they stood in 1194, making a real Encrease of Rupees 1,19,947 1 3; to raise which Sum Taxes or Aboabs have been imposed under various new Denominations, not even supposed to be known at Benares, but very distressing to the Pergunnahs in which they exist, as much, perhaps, for their Uncertainty and Want of Limitation, as from the positive Burthen imposed by them; added to all which, the Mode prevalent in this Country, as above observed, of raising the Revenue assessed upon each Pergunnah by additional Aboabs upon the Lands that remain cultivated to make up for those which have become waste and deserted, has, with the preceding Causes, conspired to render the Situation of the Zemindarry of Benares in general extremely critical, and to make the Realization of the Public Revenue a constant Exertion over and upon almost all Ranks of the Society. The Truth of the preceding Remarks may, I think, appear evinced merely from considering that, although the Sum of the Rajah's annual Collections and the Cultivation of the Country have both most certainly continued in general to decline ever since the Period of Cheyte Sing's Expulsion, yet the Mofussil Rental, or the Sum of the annual Assessment for the Collections, and even the Collections as realized by the Aumils from the Zemindars and Ryots, have, on the Whole, encreased to nearly a Lack of Rupees beyond what was collected in the last Year of Cheyte Sing's Management, exclusive of the large Encrease that has taken place in the separate Article of Aboab.—How can such a Consequence flow from such Premises, except by the several Means of undue Exactions above pointed out, and by practising what is too well known in this Country by the Term of taking both Shares of the Crop; by which is, however, only meant the taking much more than its fair Moiety, the One Half being the public Due of the Aumil from the Ryot, though in some Pergunnahs somewhat more than this equal Proportion is, by Usage, authorizedly taken by the Aumil of Government, under the Denomination of Zabitanah or Precedent?—I do therefore believe that unless the present numerous Mofussil Irregularities be corrected, and a regular System be instituted as it were de novo, a very few Years, perhaps even the next, would discover the latent Inability and reduced State of the Country at large by an alarming Failure in the Receipt of the Government's Revenue: To shew that I have not adopted these Sentiments upon Hearsay, I have collected, in the Voucher N^o 26, a Series of the Complaints preferred to me during the Course of the present Year; which will, I think, fully justify the Means I have taken to remedy the Evils therein substantiated; of which Means I can, after this Introduction and Reference, hardly afford a more explicit Account, than by the following Insertion of the Paper of Instructions issued to the Rajah on that Head under Date the 25th June last.

“ Translation of a Perwannah to the Rajah.

“ With a View to promote the Cultivation which is to take place in this Month of Assar, for the Year 1196, and to begin to introduce such a Settlement of this Country as may remain permanent, it is proper, and this is now the Time, to put a Stop to all the Irregularities which have crept into the System of the Public Collections, more especially since the Time of Raja Cheyte Sing; and as it is necessary to begin with this Reformation, from the Period of the Cultivation of this Month of Assar, I have here inserted, in the under-mentioned Articles, several of the Irregularities thus referred to, with the Means of correcting them.

“ 1st, As in every Pergunnah, Pottahs are delivered to the Ryots in a Variety of Forms, and under such Specifications as the Aumil, for the Time being, thinks fit, it is necessary that a new Form of Pottah be established, and sent by the Rajah into every Pergunnah, with Orders, that whoever shall give Pottahs in a different Form, or with other Clauses than shall be therein specified, the same shall be binding neither on the Ryot or the Aumil, but be altogether invalid.

“ 2dly, In the said Pottah, when it is for Revenue Land that pays in Kind (Bettay), let it specify by what Rod, and of what Length, such Bettay Land is to be measured, when the Ryot's Crop comes at the proper Season to be ascertained by the Mode of Kunkoot, or the Estimate made thereof known under this Denomination; and it is essential that the Pottah specify the Name of the Rod, and its Length, whatever those may be.

“ 3dly, As in many Parts where the Revenue is paid in Kind, Disputes occur between the Ryot and Aumil about the Money Value to be put on the Ground or natural Produce of the Soil, let it be a Clause in the said Pottahs, that the Rates of the said Valuation shall be Twice in the Year, or for each Harvest, separately settled by the Rajah, with the Approbation of the Resident for each Pergunnah, and a Notification thereof issued accordingly, under the Raja's Seal, which will effectually put a Stop to the Objections both of Aumils and Ryots, and let it be specified in the said Pottah, that the Valuation or Rates of the Khereof Harvest shall be fixed in the Month of Maug, and those of the Rubby Harvest in Jeyte, according to the real Rates then current in the Country, which shall be adhered to on both Sides by the Aumil and the Ryot.

• Sic in Orig. “ 4th, Let not any Pottah authorize Agore Bettay, or * taking the Government Half of the Produce, after the Grain, &c. is reaped; but let all the Pottahs express that the Bettay Revenue shall be ascertained by Kunkoot, or Computation made with the Privy of the Canongoes, according to the Measurement to be made by the Rods that are to be specified in the Pottahs, and which shall for that Purpose be sent to the Canongoe of every Pergunnah.

“ 5th, Let it be specified in the Pottahs for Land paying in Kind (Bettay), whether the Produce, or the Value thereof, is to be divided between the Aumil and the Ryot, according to the Custom of the Pergunnah, in exact Halves, or with what Difference.

“ 6th, In the Pottahs for Land, paying according to a Nekdy, or ready Money Settlement, let the Name and Length of the Rod be also mentioned; and as, since the Time of the Expulsion of Cheyte Sing, sundry new Articles of Aboab and Charges have been introduced into every Pergunnah, according to the Discretion, or rather the Avidity of the Aumils, which have become a Burthen on the Ryots, and have reduced many Parts of the Country to its present State; it is therefore necessary to insert a Clause in the present Pottahs, that all new Aboabs and new Charges, introduced since the Fussyly Year 1187, shall, from 1196, be prohibited, and totally given up; and that whatever Mâl, or original Rent and Aboab, or subsidiary Taxes, existed in that Year, viz. 1187 Fussyly, shall be joined together; and that the Aboab being thus incorporated with the Mâl, and forming only One united Sum, shall become the united and single Rate which the Nekdy Ryots are to pay per Bigah, in such Manner, that over and above this united and single Sum, no other or farther Aboab or Charges shall be payable or demandable from the Ryots.

“ 7th, In view to all the above Circumstances; and whereas, as appears from the Petitions of Complaint presented from many Places by the Ryots, their distressed Condition, and the probable Defolation of the Country, on account of the various Kinds of Pottahs, the Breach of the Stipulations therein contained, and the Addition of further Aboabs, and the Disputes about the Division in the Bettay Leases, &c. as practised by the Aumils Zemindars and Teeckadars, in the Mofussil, are impending; I have therefore prepared, and sent to you, the Draught of a Pottah, for the Encouragement of the Ryots, and to inspire them with Confidence, so as thereby to promote the Cultivation. It is necessary that you do publish the Draught of the said Pottah to the Chowdries, Canongoes, Zemindars, and Ryots of the Divisions under you, and to cause all Zemindars and Teeckadars to give Pottahs to the Ryots, in the Form under specified; and the Officers of the Aumil are also to give similar Pottahs to the Ryots of all those Villages which are Khaum; that is, where there are no Zemindars or Teeckadars. The Rates of cultivated Land to be according to the Fussyly Year 1187, to which is to be added the Aboab of that Year, which, being incorporated with the Mâl or Rent of that Year, is to constitute One Sum, or general Rate, per Bégah, so as that the Pottah may contain no separate Aboab. The Rates of Waste Lands are to be settled on according as the Ryots may be willing to agree to the same; but to be all without Aboab; and if any Pottahs to a different Purport from the present be given to the Ryots, or any Breach be made in the Condition of the Pottahs, as here laid down, the Offender shall, on Proof, be punished.”]

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(“ Draught of the Pottah.

“ A Pottah, or Lease of Agreement, and Stipulation to _____ and _____ of the Mofussil or Village of _____ in the Tuppeh or Subdivision of _____ in the Pergunnah of _____ and Sirkar or grand Division of _____.

“ Whatever is Nekdy, or ready Money Land, producing Koyraur (Opium and Vegetables) and Sugar Cane, and other Articles of the Khereof or Rebbay Harvest, as specified for One or Two Harvests from Going (Land near the Village), Meeana (Land situated further off), Pulo (or Land at a great Distance from the Village), and Balter (Sandy Land), according to the First, Second, and Third Kind thereof, the Particulars whereof are in the Zeyl or Statement hereunder mentioned, shall be measured by 20 Cottahs to a Bigah, according to the Rod of Three Derah Ilahée, such Rod having affixed to it the Cauzees Seal, and an English Mark: The Rate of Nekdy, or Revenue Lands, paying ready Money, shall be that of 1187 Fussyly, including, and having incorporated therewith the Aboab of that Year, as the same has been ascertained; so that now the Rate of the Revenue being thus fixed, is to be taken without Aboab, Bill Mukrah, or in One Sum or Rate per Bigah; nor shall any Aboab be in any Respect demanded over and above the Jumma hereunder specified. The Bettay Revenue Lands being also measured by the same Rod, and the Produce thereof being ascertained by the Mode termed Kunkoot, through the Means of Salesan or Arbitrators, and the Canongoes, in the Manner directed by the Ray-ul-Mulk, or Custom of the Country, the same shall be divided and taken as hereunder mentioned, such Statement, including the Zabitanéh, or customary Due of Government; and besides that, no other Aboab shall be taken. The Nerkh, or Rate of Value, to be put on the Grain of the Khereof Harvest, shall be fixed in the Month of Maug, and that of the Rebbay Crop in the Month of Jeyte, according to the current Market Price of the Pergunnah, which shall be ascertained and fixed on at the Presence, with the Deduction of the established Zebitanéh of Government.

“ The Rates of the Waste Lands, in Proportion to the Time the Lands have lain out of Cultivation, as under-mentioned, and the Measurement thereof is to take place, and be made with

“ the

“ the same Rod as afore-mentioned, and in no Respects shall there be any excessive Exaction or Departure from the same.

“ It is necessary, that knowing the Stipulations in this Pottah to be precise and permanent, you (the Holders) are so to exert yourselves, as that not a Bigah or Cottah may lay fallow, but that the Whole be brought into Cultivation.

“ Form of the Zeyl or under-mentioned Account, referred to in the Body of the Pottah.

“ 1st, Nekdy, or ready Money Land.

“ Sugar Cane, a	R ^s 7/8 Bigah, being that of 1187, makes	R ^s	—	—	—
“ Aboab of the said Year ascertained	—	—	—	—	—

“ Total 7/8 Bigah of Mâl, with Aboab	—	—	R ^s	—	—	—
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“ 2d, Bettay Lands, Bigah.

“ After Kuntoot, Nifs a Nifs, or Half and Half, with the Zebitaneh of Government (if there be any in such Pergunnah) ——— as ——— Seers ——— and the Nerk, or Rate, being to be fixed according to the above Pottah, and without Aboab.

“ 3d, Waste Land.

“ According as the same shall be for Nekdy or Bettay Tenure, to be as above; but the Rates per Bigah to be as may be agreeable to the Ryots.

“ 8th, You must, to carry the above Regulations into Execution, send Aumeens, Men fearing God and without Avidity, into every Pergunnah, (exclusive of the Pergunnahs now under the Superintendence of Mr. Neave), each of which is first to come to me to take his Leave; and let your Instructions to them direct, that wherever the Ryots desire, before receiving their new Pottahs, to have their Accounts settled for the Current Year, the said Aumeen is immediately, in Conjunction with the Canongoes and Aumil of the Pergunnah, to adjust the same on the Terms of the present Year's Pottahs, and according to the Rates thereof, after which he is to grant the Pottahs for the ensuing Year, on each of which the Attestation of the Aumil of the Current Year is to be affixed.

“ 9th, Whereas there are certain Articles of Aboab current in the present Year's Settlement, to make good the Revenue of the Lands assigned for the Maintenance of the Canongoes, and there being no Articles of Aboab in this Country which have been imposed on the Country by the Sanction of the Company's Government, these Articles of Aboab are to be excused to the Ryots in the next Year's Settlement, or from 1196, when the Settlement of which is made a Provision for the Canongoes, will be concerted between you and Government in some other Mode, so as to relieve the Ryots from this Burthen.

“ 10th, In respect to the Cultivation of Waste Lands, the Aumeens are to agree in fixing the Rates thereof, in whatever Manner the Ryots may be satisfied; since the Whole of such new Cultivation will be a Profit to you, and tend to your good Name. The Aumeens should therefore endeavour to annex to each Pottah as much waste Land as each Ryot can conveniently engage for so as that no waste Land may anywhere remain; and the Aumeens are to send to you a separate Account of all such waste Land as shall be thus engaged for in the Pottahs of the current Month of Assar for the Year 1196, that the same may become known to Government.

“ 11th, Let all the Pottahs be made out in Conjunction with and under the Attestations of the Canongoes and of the Aumil for the Time being, and let Copies thereof be delivered into and registered in the Canongoes Registry, to which Effect Orders will be issued by me to the Canongoes.

“ 12th, Let the Aumeens be ordered to ascertain and report the State of the Dues receivable by the Cauzees and Chowdries of each Pergunnah, and let them, before they return from the Mofussil, transmit Shookdars or Statements of the probable Cultivation for the next Year according to the Pottahs which they shall have delivered to the Ryots.”

§ [“ These Regulations will I trust appear sufficiently explanatory of their Substance and Object without many further Observations on my Part. It is no Wonder that the Irregularities complained of have thus accumulated. Perhaps the Wonder is they have not hitherto had more baneful Effects than they have yet appeared to have produced. The Evil, however, though yet in a considerable Degree latent, has already in some * Instance, and might soon in many others, burst forth; and that Reformation is required to prevent it, is what I have no Doubt of. * See in Orig

“ The Difficulties experienced in the Course of this Year have no Doubt been considerably enhanced by the little Care that (from the Alterations which took place in the Residency at the Season of the Cultivation in July and August 1787) was taken by the Rajah and Naib, to promote so essential an Object to the following Year's Revenue; for while short or annual Leases exist, and the Aumils are left to assess their Jumma on the Country ad libitum, the most flattering Encouragement must be held out to the Ryots by Agents or Aumeens sent into the Pergunnahs, to make them heartily engage to put the Plows in the Ground, which Terms are as constantly and even in some Measure necessarily broke through during the Course of the Collections.

“ 31st,

" 31st, I have fixed on the Full Year 1187 as the Standard to which the Rates of the Rental of the Country is in general to be restored, because it was the last complete Year of Cheyte Sing's Management, and because it was on its general Amount (being nearly the same as that of 1184 and 1188, the Accounts of which were exhibited to Mr. Hastings) that the permanent Settlement was made for 40 Lacks with the present Raja. The Blending of the Aboob and subsidiary Taxes with the Mâl or original Rent, so as to constitute but One aggregate Rate per Biga, I consider as of the highest Importance to the Security of the Ryots; for it is the Opening thus left to the Native Collectors all over our Provinces, that enables them to tyrannize over the Ryots, because Government can never know, or enter into the numerous Devices practised by the Zemindars and Collectors to extend these Articles which they encrease, decrease, and alter every Year as they think fit."]

§ (" I need not add, that the System contained in the above Regulations appears to me well adapted for the Situation of this Country; but it is much more difficult to carry it into Effect than to propose it. The Interests or Prejudices of all Classes of Men employed in the Collections are against it, and the Difficulty is enhanced by the Necessity of my employing the Rajah and his Aumeens, to carry a Plan he certainly does not heartily wish well to into Effect: Considering all these Circumstances, I am sensible that I may incur the Imputation even of Temerity in the Undertaking, more especially as the periodical Rains having this Year been backward, some Parts of the Khereof or First Crop of the ensuing Year will be lost, and the Funds for the future Revenue thereby so far diminished; but notwithstanding every Discouragement, whether arising from natural or artificial Causes, I was so strongly impressed, from a View of Things before me, with the Idea of the Necessity of beginning a Reformation that I have risked it; and, if present or future Good in any Degree result to the Country from the Attempt, I shall be fully requited for the Trouble, and even the Danger of Failure. It cannot be expected that Regulations of this Kind, can all at once be completely received in every Pergunnah and Subdivision; but by the Means hereafter proposed, and by an assiduous Attention on my own Part, I trust they may be prevalent throughout all the Country by the End of 1196; and when the great Body of the People come to be well acquainted with the System in all its Parts, it is I think impossible that it should not produce the happiest Effects, as well in regard to their own Ease as to the Cultivation of the Country, and the consequent future Security of the Government Revenues.

" These Prospects had however no Effect on the Rajah, who made great Objections to these Regulations, upon Plea principally that his Collection of the Balances of this Year would be impeded thereby; and he continued so obstinately to object to them, that I at length thought it my Duty, if he would not consent, to resume the Management into my own Hands both of the Collections and the issuing of the new Pottahs; and I at length offered explicitly on that Condition, to take the Responsibility of this Year's Revenue on myself, if the Raja would not engage, both to carry the new Plan into Execution, and to be and remain fully answerable for the current Revenue, to both which Articles he at last gave his formal and repeated Assent, as will appear at length in the Papers contained in the Extract N° 27; yet I have but too much Reason to fear for his Realization of this Year's Revenue under his Collection, which I do not think there would have been Room for, had I taken the entire Management on myself, even at the late Period of the Year when I proposed it to him. The Ground for this Belief will appear in the Extract last referred to; it certainly implies that I depended much on my own Influence having happier Effects than his; and I have no Scruple to avow my Reliance, that it would, if singly exerted unincumbered by his Agency. Perhaps the more advisable Part would have been, on this Occasion, not to have left the Measure to the Rajah's Choice; but unwilling as I was to undo what I had done at the Beginning of the Year, in strict pursuance of so material a Part of my Instructions from Government, I left the Agency in both Branches; that is, the Collections and the issuing of the new Pottahs to the Rajah, thinking that, if both Objects could be obtained through him, even in somewhat a less beneficial Degree than by my own immediate and direct Agency, still the Degree of Defect might appear to be compensated by the Advantage of not dispossessing the Rajah from the Management, in which it is the public Wish to keep him if possible confirmed.

" As the Second principal Objection of the Rajah to the issuing of the new Pottahs was founded on the Expence of the Aumeens, which the reduced State of his Means would not, he said, admit of his defraying out of the Current Year's Collections, and as levying it from the Ryots would have too much burthened, and tended to indispose them against the new Measures intended for their Advantage, I thought your Lordship, in Council, would approve of my agreeing to promise the Raja that the Expences which, as we calculate, cannot exceed 10,000 Rupees, if so much, should, as an extraordinary Measure, be defrayed by the Company, on the Condition that the Rajah faithfully caused the Aumeens (who, excepting the Districts lately under Mr. Neave's Superintendence, are all of his own Choice), to carry into Execution the true Spirit and Meaning of the Regulations; and that I should have Reason to be satisfied therewith, or otherwise, I formally declared to the Rajah (as will be seen in the Sequel of the Extract, N° 27) that both the Odium of Failure in the Measure, and its Expence, should fall upon him.

" I have

" I have ventured to put the Honble. Company, on this Occasion, to a further Expence, or rather Outlay, to promote the present Cultivation for the next Year, by advancing Takavy in some of the more desolate Pergunnahs, and where I believed it most wanted. I find the Whole will not exceed Thirty or Forty thousand Rupees, and probably not amount to so much; and as it will be received back in the Course of the ensuing Year 1196, with Interest at the Rate of 10 per Cent. per Annum, and as the Rajah could not himself afford these Advances, which are essential to the due Cultivation of 1196, I trust your Lordship will not disapprove of the Liberty I have thus taken, as it is evidently, and in Truth, an Outlay, for the Benefit of the Company's own Estate, and for the Security of their beneficial Interests in this Country.

" The 9th Article of the preceding Instructions to the Rajah, promising that some other Mode shall be established for the future Payment of the Canongoes, I submit that it should be future, if I can get the Canongoes to agree to it, be paid to them in ready Money from the Treasury, causing the Aumils to pay the Amount directly to the Resident, to be by the Resident to the Parties. Till my Arrival here, they were paid by the Aumils, who collected the Revenue for themselves, certain Articles of Aboab from the Ryots; but as this kept them in an entire Dependence on the Aumils, over whom they are, in Fact, intended as compensation for the Checks, I got, in the Course of this Year, Lands assigned to them in each Pergunnah equivalent to the total of their former Allowances arising from the Aboab, leaving to the Aumils to compensate the Alienation thus made from the Lands of their respective Rentals, by the Articles of Aboab, which still continued to them to realize. I think that for next Year such a Settlement may be made as will enable them to pay their Revenue, and also this additional Money Charge (in lieu of the Land now alienated), without the Aid of the Aboab in question, which is a new Burthen on the Country, in which, I confess, I wish to see all the Collections under that Denomination (that is, of Aboab) completely done away and abolished. It is a great Misfortune, that when Mr. Fowke restored the Canongoes, he, on the Principle of the Office being an hereditary one, admitted in general all the Descendants of the antient ones, and granted Sunnuds in their various Names, so that there are so many People and such numerous Families to be maintained from the Fund assigned to them, that those who are in the executive Part of the Business, have no adequate Reward for their Labour. I have discouraged as much as possible this Idea of the Canongoeship's being hereditary, or any Thing more than a Service liable to terminate at the Pleasure of the Ruler; and it is I think very essential for the due Execution of the Office, that this Idea should be confirmed, and even that a new Regulation and Appointment of Canongoes should take place all over the Country; for the Sum at present allotted for the general Support of the Establishment is inadequate to a Provision for such numerous Families many of whom cannot be usefully employed in the Duties thereof, and are rather in the Nature of Pensioners than of Officers. At the same Time the retrenching from the Establishment of so many Men, Women, and Children, who now each derive some Support from it, would no Doubt be productive of Clamor and Distress. The Error lies as above observed in the First Establishment or Restoration of this Body of Men in the Fuffly Year 1192, or 1784-5. If the Board are pleased to authorize it, I will proceed to issue new Sunnuds so as to render the Canongoes Establishment really efficient on the Footing of the general Outline pointed out, or with such Alterations as the Government may prefer to adopt."

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✍ " By the 12th Article of the Regulations, the Aumeens are directed to report on the Allowances to the Cauzees and Civil Judges, and to the Chowdries (a Kind of Revenue Officers, somewhat similar to the Canongoes), throughout the Country, that some Means may be adopted for regulating these Establishments in Time to come. These Officers are at present, especially the Cauzies, in the most forlorn Condition, having for many Years past had little more than a nominal official Authority, and many of them no settled Allowances whatever; I shall consider what is best to be done in respect to these Establishments, as soon as the Materials are collected, and my Time will admit.

" The Administration of Justice throughout the Country, excepting in the Four Towns of Benares, Gazeppore, Juanpore, and Mizapore, is and has long been in a deplorable Condition, for the Rajah's Moolly Adalut is hardly adequate to the general Administration of Justice throughout the Country, were the Influence of the Rajah and his Officers over it propitious to that End: But this can never be the Case; and whilst it remains in its present Situation, it is of the least possible Use that any Court can be.

" Your Lordship having in my Instructions directed me to report my Opinion on the Circumstances and Character of the Nabob Ali Ibrahim Khan as Judge of the Adawlut of the City of Benares, I think it my Duty to observe that, as far as regards himself and his own Mind and Acts, he is, I believe, a highly worthy and just Magistrate and Judge: If he has any Fault, it is perhaps in a Want of sufficient Decision and Dispatch, and in leaving rather too much to the Officers under him. However, both these Circumstances are ascribable in a considerable Degree to others that do not entirely depend on him; for in this Country the Inhabitants have been so long habituated to settle all Causes by Arbitration, and to terminate all Disputes to what they call the mutual Satisfaction of both Parties, that I am persuaded our more decisive, and what they would think abrupt, Mode of administering Justice and executing Decisions so passed merely upon the Proofs exhibited, within a certain and fixed Time, perhaps by only One of the Parties, would not

not suit the Way of thinking of the Majority of the Inhabitants of Benares.”] § (“ They will no Doubt become gradually fitter to assimilate to our Policy in this Respect; but as the First Judge of our First established Court in this Country, I cannot but think that the Moderation (even if there be a little Excess in it) of Ibrahim Ali Khan’s Conduct is happily adapted to the Situation he was placed in. As to the Second Circumstance above noticed, it is to be observed, that by the Constitution of the Court as framed by Mr. Hastings, the Nabob is himself only Chief Magistrate, having under him a Criminal and Civil Department, at the Head of which there are distinct Judges of his Appointment in Fact, and whose Acts he must sanction, and who indeed try all Causes under his Inspection and with his Approbation in the same House or Court where he himself resides; which Degree of Distinction or Delegation of Authority, may probably have given Rise and afforded some Cause to the Idea of his leaving too much to his Officers, who are certainly not so trust-worthy as himself. As far therefore as this may, and it must in some Degree be a Vice, it arises out of the Nature of the Institution of his Court; but on the Whole, I do not think it probable that a better, or perhaps in all Respects so good a native Magistrate could be provided in his Stead; and on the Footing his Adawlut now stands, subject to an Appeal, I trust the imputable Defects above intimated will be obviated, because the Idea of an Appeal will make the Magistrate pay stricter Attention to the Proceedings of the Court under him.”) §

§ [“ The most material Defect in the general Administration of Justice in this Country, is in respect to Revenue Causes, for which there is properly no Court, the Rajah’s Moolky Adawlut being principally for Causes of private Property, excepting that in some Instances he does refer the Causes of a Revenue Nature to it, when the Decision must of course be according to his Officers Good-will, but it is wholly inadequate to such a Task as the hearing and deciding on Revenue Causes. The Officers or Judges are Mussulmans, unacquainted with Matters of Revenue, and whose Habits and Studies bear no Affinity to such Disquisitions. The Ryots have therefore no regular Jurisdiction to apply to; and when they do complain, it is (as I have had abundant Experience of in the Course of this Year) with the greatest Difficulty that they obtain, after numerous Delays, References, and Half-enquiries, some Kind of qualified Relief, by an Order to the Aumil against whom they have complained; which Order in their Favour is, after all, hardly ever more than half carried into Execution, and the Whole is in Fact nugatory, and forms a complete State of Uncertainty and Confusion.”] §

§ (“ To remedy these Evils in the Administration of Justice in regard to the Collection of the Revenues, and the Rajah’s Moolky Adawlut, I submit the following Heads of Regulations to the Consideration of Government:

“ 1st, That there be instituted from the Beginning of the Settlement of the Year 1195, a Court of Revenue Jurisdiction, whose sole Duty it shall be to hear and decide on the Disputes that arise in the Course of the Year, between the Ryots, Zemindars, and Aumils or Collectors, and to pass their Decisions thereon according to Justice, adopting for its Guidance the Principles of the Regulations in the Perwannah to the Rajah, contained in the Body of this Letter,—that this Court be composed of Two native Judges, One on the Part of the Resident; the other, on that of the Rajah; and that, to give Weight to their Decisions, they shall sit in the Resident’s Office, and their Proceedings and Decisions shall be under his Controul, and all their Orders issued under his Official Seal and Signature for One Year at least; after which it may be considered, if thought necessary, how far they may be left to the Rajah; but for 1196 it is essential that this Court should be held under the Resident’s immediate Inspection, were it only for the full and due Establishment of the new Pottah Regulations.

“ The Institution of this new Court will no Doubt hurt the Rajah, whose Dignity, and even Prejudices, I am in all Cases as willing to support and consult as he can himself desire, where I think them at all compatible with our national Honour and Interest; but thus far I am free to own, that I deem them very irreconcilable.

“ 2d, That the Name, Establishment, and Officers of the Rajah’s Moolky Adawlut be continued, but liable to the Inspection of and Appeal from its Proceedings to the Resident, in like Manner as the other Courts now are throughout the Zemindarry: I own that my First Intention was to have proposed the entire Abolition of this Court, and to have suggested the Partition of its Duties among the Four Company’s Courts of Benares, Gazeepore, Juanpore, and Mirzapore, which are very well situated for the Distribution of Justice throughout each of the Four Sarkars of Benares, Gazeepore, Juanpore, and Chunar, at the Capitals of each of which they are respectively placed; and with a very small Addition to the Establishments of the Three last mentioned Courts, they would be adequate to all the additional Duty. I have however been deterred from stating this Arrangement as a Measure to be adopted, at least immediately, from my Belief that the Abolition of his Moolky Adawlut would greatly irritate the Rajah, who will perhaps be sufficiently indisposed, by the Establishment I have above proposed of a Court under myself for trying Matters of Revenue. It may therefore be most expedient to let the Moolky Adawlut remain under the Regulations above proposed for at least another Year, by which Time the Rajah, finding himself divested of any Influence over it, may, from a Wish to be relieved of the Expence of the Establishment, easily consent, if on further Experience the Measure be still deemed necessary to its entire Abolition.

“ 3d, That

“ 3d, That the Settlement of 1196 be made under the Inspection and Approbation of the Resident on the Footing of the preceding Regulations, and with such further Circumstances of Improvement as may occur to him; but as the System of the new Pottahs, and the real Ascertainment of the Jumma thence arising, cannot be fully understood and ascertained till the Year 1196 be considerably advanced, that the Engagements with the Aumils be only for that Year; after which I would certainly recommend that the same be confirmed to such of them as behave well throughout the ensuing Year, either for a long Term of Years or for Life, or with a Clause that, during their Behaviour, they shall not be liable to be removed; meanwhile, if I can get the Rajah to agree to it, I may probably in the ensuing Settlement for 1196, find it advantageous to grant some Leases for particular Districts, where the Jumma is ascertained, upon Periods for a longer Term than One Year, which will be but the Beginning of a System that, I conclude, must sooner or later, be general throughout the Company's Dominions.” §

✂ “ Before I close this Address, I think it proper to observe to your Lordship, that however desirous I have been of discontinuing the Use of Sepoys in the Collections, I have found it during the Course of this Year impracticable; though I believe so many have not been employed as in former Years. The Zemindars and Ryots of this Country have all a Military Spirit, and some of them, especially on the Borders, mix with it a Degree of Wildness and local Notions of what they call Hoormut or Honor, that makes them prone to resist the native Collectors on very slight Occasions; which they can the more effectually do, by their distinct Casts, living many of them together in One or more adjoining Villages, so that, being thus united, they of course adopt each others Quarrels, and can thus easily set the Aumils Peons at Defiance. Besides this, as it has been the constant Practice in this, and the neighbouring Country of the Nabob Vizier, to carry on the Collections by Military Aid, the Habit is so rooted, that if our Aumils have not a Party of Sepoys resident with them, the Zemindars and Ryots are inclined to contemn their Authority, as thinking that they have not the Support of the Presidency. In the so much praised Administration of Bulwant Sing, he was nevertheless obliged to make frequent, or I may rather say constant, Use of both Horse and Foot to over-awe his turbulent Subjects and to realize his Collections, frequently going himself for that Purpose at their Head and making constant Circuits through his Territories. The happy Influence of the British Government has already operated a great Change in this Respect; in many Instances I have found a common Summons carried by a single Peon sufficient; but in others this has not been adequate, more particularly in the Case of a refractory Zemindar in the Districts lately under the Superintendence of Mr. Neave, who having had some Difference with Kulb Ali Beg, and had Recourse to open Resistance in consequence, which was One of the Causes of Mr. Neave's Deputation, we have hitherto found it impossible either to apprehend him, or to induce him to surrender himself, on a general Promise of Justice being fairly administered to him; for such is his Pride and Prejudice, that although I myself sent a Person to converse with him and bring him to Reason, with every Promise of kind Treatment if he would come in, that the Situation of his Case could admit of, and although he confessed in that Conference that he had been in Fault to have Recourse to Violence before he ever Once gave Notice of his Grievances, real or pretended; yet, upon no other Plea than that his Brethren would think meanly of him if he submitted at Discretion, he insisted on a safe Conduct, upon Condition that if he should not approve the Terms here offered to him, he must be allowed to return; and howsoever strange this may appear, I find it is a Mode not unknown to the native Government of this Part of the Country: It is however what (after all the Condescension I had shewn to this Man, in sending a Messenger to invite him to come in) I thought it improper to submit to under our Administration. This Zemindar, whose Name is Sheo Dyaul, and who belongs to the Pergunnah of Mongra, is charged with having committed, during the Course of his late mad Attacks upon different Parts of the Pergunnah, both Murder and several other Acts of Violence, being, from the Frontier Situation of the Pergunnah, protected in the adjoining District belonging to the Nabob Vizier, whence he occasionally issues with an armed Force or Banditti, and plunders and burns what comes in his Way. Mr. Neave, when on the Spot, employed every approvable Means of Force and Art to seize his Person, but in vain; as I was averse, though at last obliged to authorize the Sepoys to carry their Attempts to such Lengths as to risk the Loss of Lives on either Side. Before Mr. Neave returned, he wrote me that Sheo Dyaul was at last deserted by his Followers; so that, hoping his Distress would induce him to surrender, I lately recalled the Sepoys from Mongra, in common with all those stationed throughout the Zemindary; since which, this Madman having removed his Depredations, I have been obliged to send a Company back into the Pergunnah, and must now take effectual Measures to seize his Person at all Risks.” §

§ “ In the Course of this Year Two Attempts have been made by Parties of Zemindars and Ryots to resist the Sepoys by open Violence in the Execution of their Duty. I inclose in the N^o 28 and 29, Copies of the Proceedings held at length on these Occasions; and as I considered the Conduct of the Sepoys to be in both Instances praise-worthy, for their Moderation and Forbearance as long as the Safety of their own Lives would admit thereof, I determined as an Example to have those who resisted them in the First of the Two Instances regularly tried in the Adawlut of Benares, where they were convicted and sentenced to a slight Punishment, which I remitted, and dismissed them, hoping that this Example would alone produce the best Effects. The other Party similarly offending could not be prosecuted for Want of Witnesses;”

"Witnesses; but as they themselves acknowledged their Resistance, I kept them for some Time in Confinement, and then enlarged them, under an Engagement to behave better in Time to come; the Particulars of all which will be seen in the accompanying Extracts above noticed; nor are Cases of this Kind unprecedented in this Country, as I find from the former Correspondence of my Predecessors in the Office at this Place.

"I have therefore no real Cause to regret the Consequences of either of these Two Instances; for though the Sepoys acted in both without my Knowledge or direct Authority, yet as they were driven to fire in their own Defence after being attacked Sword in Hand, the Consequences are fully justifiable and even indispensable. I am in much greater Doubt that of a Party of Sepoys who, on the Complaint and at the Instance and Recommendation of the Magistrate of Shahabad, were sent some Time ago into the Pergunnah of Khreed and Beluah to seize the Thieves there, with which those Pergunnahs are particularly infested, in the Course of which they fired upon and killed a supposed Thief, whom they were in the Act of apprehending, without (as appears to me) any Necessity or Expediency, as he did not resist, but only attempted to escape; and as in all Cases I have inculcated it as a general Rule to every Party of Sepoys sent out, that Self-defence alone is to authorize their making use of their Arms, I have written on the Subject of this unfortunate Affair to the Commanding Officer, that the Sepoy who thus fired may be brought to a Trial, and acquitted or condemned as Military Law and Justice may direct; and in the mean Time I submit in the accompanying Extract N^o 30, all the Proceedings hitherto held on the Subject, as far as regards the Sepoys."

✍️ § ["Whilst I am on this Subject, I may here add, that towards the Nabob Vizier's Frontier of Azim Ghurr, and particularly in the Districts between that and Juanpore, where Mr. Neave lately was employed, he found the greatest Difficulty in realizing the Collections from the Zemindars in those Parts, more especially being all still possessed of numerous Mud Forts to which they retire and bid Defiance to all Civil Authority. This is an Evil which ought not to exist under our Government; but perhaps it can be only gradually corrected. It is so far fortunate that these Mud Forts in Three-fourths of the Country were demolished by Bulwunt Sing, so that in all my Circuit which extended through that Proportion of the entire Zemindarry, I found hardly a Fort in the Possession of any Zemindar, but many evacuated and in a State of rapid Decay. Those that still remain are therefore mostly toward the Vizier's Frontier beyond Juanpore, and it would be well were they all levelled. The Two principal Jaguirdars of the Company, Beneram Pundit and Baboo Oussan Sing, have indeed within these few Years each of them erected a Kind of Fort or Stronghold in the respective Jaghiers which adjoin to each other; a Circumstance that has very recently occasioned an open and hostile Contention between their respective Ryots about a Boundary Dispute, in which some Lives have been lost; and I found my Interference necessary to prevent more Blood being shed, as the Principals are exceedingly exasperated on both Sides. These Kinds of sudden Conflicts about Boundaries and disputed Ground are very frequent in the Country; the smallest imputable Offence will occasion them; and to my own Knowledge nothing more than a Cow breaking into a Sugar Cane Plantation, or the like, has been sufficient to arm Half a Village against another, and to occasion their proceeding on the Spot to open Hostilities, which not unfrequently end with the Loss of Lives, and always with the Effusion of Blood. Nor are such Onsets thought much of in this Country; their Frequency and Assimilation to the Habits of the People, making them be viewed in a considerable Degree as Matters of Course."]

§ ("I have, however, endeavoured, and shall of Course continue to endeavour, to check this Extravagance, which has no Doubt been fostered by the total Want of a regular Administration of Justice, or any Reliance on the Equity of their Rulers, joined to the very great Rashness of their own Dispositions, which Time alone can alter.

"Having now inserted in this Address the most material Heads of Information that appeared to me requisite for Government to be furnished with, both for the present and future Administration of Benares, I submit the Whole to your Lordship's Judgement, and remain with Respect,

"Benares,
the 12th Sept. 1783.

"My Lord, &c.
(Signed) "Jonⁿ Duncan, Resident."

"Agreed, that the following Answer be written to the Resident.

"To Mr. Jonathan Duncan, Resident at Benares..

"Sir,

"We have perused, with great Attention, your Address of the 12th Ultimo, and having referred to the several Papers and Accounts mentioned to accompany it, we now proceed to impart to you our Instructions upon the Whole.

"Considering the Agreement between the Company and Rajah of Benares to be conclusive as to the Amount which we are authorized to demand from him, our Attention has been directed to your Statements of the Revenues of this Province, principally with a View to ascertain whether they afford sufficient Funds to enable the Rajah to make good the Amount of his Engagements; for although he is bound by them to the Payment of a specifick Sum, we are fully convinced

"that

“ that it would be equally unjust and impolitic to exact with Rigor what he could not
 “ discharge without personal Distress, or Injury to the Country. His Attachment to us can only
 “ be sincere whilst he is treated with Moderation; and the Province can only derive Benefit from
 “ the English Administration, whilst the Inhabitants of it are secured from arbitrary and excessive
 “ Impositions.

“ As a Basis for this Consideration, we shall adopt the Account exhibiting the gross Mofussil
 “ Rents, Collections, and Balances of that Part of the Revenue Funds of Benares, applicable
 “ to the Payment of the Publick Rental to this Government, which you justly observe contains
 “ the Foundation of our Revenue Dependance from Benares, and comparing it with the
 “ Abstract of the Accounts N^o 16, 17, and 18, endeavour to deduce from them the just
 “ Conclusion.

“ The Clearness and Accuracy with which these Statements are drawn, renders it necessary
 “ only for us to state the Result, viz. That the Ways and Means for discharging the Sum of
 “ Rupees 37,41,685 14 6, payable by the Rajah to the Company, amount for the Year 1195
 “ ending in September 1788 to Rupees 40,11,076 11. The Difference in favor of the Rajah
 “ by this Statement is 1,68,386 12 6; some little Variation, though of no Consequence to the
 “ present Discussion, will take place, by assuming the actual Amount of his Engagements to the
 “ Company, instead of the Medium of the Payments for Five Years.

“ This Result being formed upon the actual Receipts, and providing for all Charges of Collec-
 “ tions, as well * for the Losses sustained by the Abolition of the Duties, the only Deduction to • Sic in Orig.
 “ which it is further liable, arises from a Failure, in the Mofussil Payments of Revenue, beyond
 “ the average Rate, the annual Balances * which form no Part of the present Computation. We • Sic in Orig.
 “ have not omitted to observe, that this has already Once taken place, to the Amount of
 “ 1,88,256 13 3, but the Result is drawn exclusive of this Deficiency.

“ The Amount of the Rajah's Jaghires, by the Account N^o 14, is 312,358, including the Pro-
 “ fits upon them. This Sum added to the Surplus above stated, leaves to the Rajah an Income,
 “ for his Personal and Family Expences, of 4,80,474 12 6, supposing the Produce of his Jag-
 “ hire to be given clear of all Charges. In order, however, to ascertain the Amount as accu-
 “ rately as possible, we request you will transmit us a Statement, formed upon the same Princi-
 “ ples, and exhibiting only the actual Payments of the Rajah, instead of the medium Amount.

“ In the Account stated as the Foundation of the Settlement with the Rajah, we observe, that
 “ a Provision is made for him and his Dependants, in Jaghires and Salary, to the Amount of
 “ Rupees 9,02,741 15. This far exceeds the Sum which can now be appropriated to the same
 “ Purpose as above stated; possibly, however, some Part of the Dependants, meant to be provi-
 “ ded for in the Allowance of 9,02,741 15, may be paid from the Sudder Charges of Col-
 “ lections, at certain Events, the Inequality is inconsiderable.

“ Of the Nature of the Rajah's Expences, we cannot judge; his Station not only requires an
 “ ample Supply for Conveniences, but also for his Dignity; and something should be left after
 “ these are provided for, for the Accumulation of a Fund for such Exigencies as he must be liable
 “ to. We could wish to obtain your Opinion formed upon the best Estimate you can make of
 “ his actual Expences, without calling upon him for the Particulars, whether the Fund of
 “ 4,80,744 12 6, according to the Calculation here stated, affords a sufficient Supply for his
 “ Convenience and Dignity, and what Surplus may remain for Accumulation. We also wish to
 “ know whether the Style of his Expences may in general be deemed extravagant, or less than
 “ what is suitable to his Rank and Situation.

“ With Respect to the Settlement of the Year 1195, the Amount of it being 42,85,360 clear
 “ of all Charges of Collections, and allowing for the Reductions in the Customs, is certainly a
 “ sufficient Fund for providing the Government's Revenue, admitting even the medium Deficiency
 “ in the Collections of the Three preceding Years, estimated at 2,20,000 Rupees to take place.
 “ How far the Truth may exceed or fall short of this Estimate, we shall be better enabled to judge
 “ when we have received an Account of the Collections of the Year, and then decide upon the
 “ Propriety of affording the Rajah Relief; in the mean Time we do not wish you to urge him to
 “ the Payment of any Sums for the Discharge of which he must deduct from the Amount of the
 “ Fund for his own personal Expences.

“ It does not appear to us, from what available Resources the Rajah can discharge the Balances
 “ of 1191, 92, and 93, amounting in the Aggregate to 3,14,655 2—the Demand for those
 “ should be suspended; and we trust that the Court of Directors will, upon Consideration, be
 “ ultimately induced to relinquish them.

“ In the Estimate of the Rajah's Expences, we have not taken into Consideration the Charges of
 “ the Three newly-established Courts of Justice, as we have determined that, until the End of
 “ 1196, they shall be carried to the Company's Debit; after that Period, or when the Resources of
 “ the Rajah are improved by the Operation of the intended Regulations, we shall consider the
 “ Propriety of charging him with Establishments which are formed for the Advantage of his
 “ Zemindary and Administration. We hope that our taking those Charges upon ourselves, will
 “ be esteemed by him a Proof of our Moderation.

“ We now advert to the other Parts of your Address, explanatory of the Measures which you
 “ have already adopted for the Regulation of the Country at large, and shew * which you propose • Sic in Orig.
 “ for the future.

“ It is certainly a great Disappointment to us, to find the Rajah so incapable of comprehending the Propriety and Necessity of a total Reform, and of carrying it into Execution. The Object is, however, of too great Importance to be sacrificed to Considerations of Delicacy; and it is a real Satisfaction to us, that under such Circumstances of Embarrassment, we can avail ourselves of your Zeal, Abilities, and Temper, for the Promotion of it. If the Security of the Inhabitants, and Prosperity of the Province, can be made to depend upon the Operation of permanent Regulations, the Rajah himself will benefit by the Effect, and be convinced, perhaps, of the Propriety of continuing the System; we do not, therefore, hesitate upon making the Experiment, convinced that, if it should be practicable, your Exertions will ensure its Success. The Disorders which now prevail are too many, and too serious, to be disregarded; if the Continuance of them be permitted, the Consequences must be highly prejudicial to the Company's Interests in Benares, and the Rajah be himself involved in that Distress which we wish to anticipate and guard against.

“ We authorize you, therefore, to take upon yourself the entire Conduct and Formation of the new Settlement of 1196, availing yourself of the Rajah's Interposition no farther than you may think proper. We do not mean by this, to renounce the original Principle of the Instructions communicated to you for the Restoration of the Rajah, to the fullest possible Exercise of the Functions of his Station; on the contrary, we consider it as a leading Principle in our political Connection with the Rajah, which we shall ever be happy to revert to when he is capable of acting himself; but we so far agree to suspend the Operation of it in the Arrangements for 1196, which are to become the Basis of a permanent and regular System, as to leave the Adoption of it to your Discretion. As far as the Rajah can be usefully employed, either for the Execution of this System, or for his own Instruction, or with a View to the Preservation of his Consequence, we do not wish him to be excluded from a Share in the Executive Management; but we leave it to you to form your own Judgement upon these Points, and to carry into Effect your Arrangements, with or without his Interference, as you may think most proper and conducive to the proposed Object, that of the public Good.

“ The Instructions which you communicated to the Rajah, under Date the 25th June last, have our entire Approbation, not only as relating to the past, but as a Foundation for a future System of Regularity; this Approbation extends also to the Principle and Form of the Potrah which you directed to be issued, as it appears essentially requisite for the Success of the Revenues, and the Security of those who discharge them. We are well aware of the Difficulties of carrying into Execution Regulations of this Nature; but we can never despair of Success whilst this Task rests with you. The Reasons which you assign for engaging that the Government should be answerable for the Expences of the Aumeens employed, are founded in Propriety, and we cannot hesitate a Moment to authorize you to carry those Expences to the Publick Account. This Circumstance, we trust, will have some Weight in convincing the Rajah, that we are more anxious for the Prosperity of his Country than solicitous in providing for the Charges incurred in promoting this Object, by Means which would have retarded or defeated the End; on the same Principle we approve the Advance of Tuckavy which you made.

“ The Idea of considering the Canongoe Office as hereditary, notwithstanding it may have originated in the Imperial Grants, decides at once, that these People are to be Pensioners of the State rather than its Servants; and if the Principle were confirmed by Authority, little Benefit would ever ensue from the Office, or from the Services of those Persons employed in it; we therefore approve your Rejection of the Idea, as well as your Intention to reform and re-establish the Canoongoes, by issuing new Sunnuds to them. In the Situation of the Persons to be employed, you will admit the Plea of Inheritance so far only as to give Admission, and even a Preference, to such as are duly qualified for performing the Functions of the Office; and we believe that the ancient Government never admitted this Principle further. Their Continuance in Office must depend upon their good Behaviour and due Discharge of their allotted Duties. The least objectionable Mode of paying them is that proposed by you, of issuing their Salaries immediately from yourself. Hereafter their Pay may, in the same Manner, be defrayed by the Rajah: This is open to future Consideration; and, at all Events, they ought to be released from any Dependence upon the Aumils, over whom they stand as the natural and constitutional Checks.

“ The Administration of Justice, in regard to the Collection of the Revenues, and the Rajah's Moolky Adawlut, is a Matter of great Importance, and appears to us essentially necessary for the full Establishment of all the other Parts of the proposed Reform. We approve the Institution of a Court of Revenue Jurisdiction, under the Regulations which you have proposed.

“ The refractory Spirit of the Zemindars in some Parts of Benares, is an Evil which will in Time yield to the Prudence and Firmness which you have adopted for the Suppression of it. The Trial of Delinquents opposing the Authority of Government in the Fouzedarry Courts, from its Regularity and Formality, will contribute more to check this Evil, than the summary and arbitrary Infliction of Punishment practised heretofore by the Zemindars and Aumils of Benares. This Mode should therefore be resorted to upon all Occasions, and whenever a Proprietor of a Mud or other Fort is convicted of Resistance or Rebellion, it should be made a Rule to destroy it, for which Purpose the Assistance of the Troops of this Government shall be given as often as it may be necessary.

“ With

" With Respect to the superior Zemindars or Jaghierdars, particularly Affawn Sing and Benetam Pundit, we desire you will acquaint them, that any Attempt to resort to Arms for terminating their own Disputes, shall be considered as a Breach of the publick Peace, punishable by the Confiscation of their Jaghiers, which they hold by the Indulgence of this Government.

" We are sensible that the Measures which we have now authorized cannot be agreeable to the Rajah, although his real Interests are consulted in them. If in the Formation of the new Settlement in consequence of the Abolition of Taxes, or with a View to the future Improvement of the Country, it should be necessary to allow Remissions in the present Rate of Assessment, we authorize you to grant them; and in this Case we shall be ready to make such Allowances to the Rajah for the Diminution of his Resources, as may be just and fair: This Assurance you may make to him, if the Necessity we have suggested should afford him any Room for the Plea. We see no Objection to entering into Leases for a Term of Years, with the Rajah's Consent, wherever the Revenues are sufficiently ascertained; in any other Circumstances, the Period should, we think, be limited to the End of 1196 Fuffily.

" We cannot conclude without expressing our greatest Approbation at the clear and satisfactory Account which you have afforded us of the Revenues and State of Benares, and applaud the Zeal that suggested, and * Assiduity employed in endeavouring to restore the Country to Order * Sic in Original and Regularity.

" Fort William,

" We are, &c.

" 3d October 1788.

" Ordered, That the several Papers accompanying the Resident's Letter according to the List, be entered after this Day's Proceedings. Enclosures entered in the Appendix.

" Cornwallis,
" Cha. Stewart,
" J. Shore.

" List of Enclosures accompanying the Resident of Benares's Letter of the
" 12th September 1788.

- " N^o 1. Comparative View of the Revenue of the Zemindary of Benares, as given in Mr. Grant Junior's Treatise, and as contained in the Canongoes Accounts.
- " 2. Remarks on Mr. James Grant's State of the Revenue of Benares.
- " 3. Particulars of the Rajah Cheyte Sing's Increase.
- " 4. Account of Mofussil Jumma Waffil Baukee, or Account of Settlement Collections and Balances of the Country for 1188 Fuffillee.
- " 5. D^o D^o D^o D^o 1189.
- " 6. D^o D^o D^o D^o 1190.
- " 7. D^o D^o D^o D^o 1191.
- " 8. D^o D^o D^o D^o 1192.
- " 9. D^o D^o D^o D^o 1193.
- " 10. D^o D^o D^o D^o 1194.
- " 11. General D^o D^o D^o from 1188 to 1194, with Increase and Decrease during that Period for each Pergunnah.
- " 12. Particulars of Aboabs in Benares.
- " 13. Comparative View of D^o.
- " 14. Mofussil Produce of 1194, reconciled with the corrected State of Mr. James Grant's Account of the Revenue of Benares.
- " 15. Mofussil Collections and Balances of Benares from 1188 to 1194.
- " 16. Encrease and Decrease of the Rajah's Settlement of Benares from 1188 to 1194.
- " 16^a D^o D^o for each Pergunnah.
- " 17. Sudder, or Rajah's Settlement with the Renters of Benares from 1188 to 1194.
- " 18. Sudder Rental Collections and Balances for the same Period.
- " 19. Rajah's Explanation of Sudder Aboabs.
- " 20. Form of the Cabooleat for 1195.
- " 21. Proceedings on the Case of Mehendy Alli Khan.
- " 22. Statement of the Jumma of Kulb Alli Khan's Farms.
- " 23. Estimate of Profit and Loss in D^o.
- " 24. General Settlement of the Rajah with his Renters for 1194 and 1195 Fuffillee.
- " 25. Extract from the Proceedings of the Resident at Benares on a Circuit through that Zemindary in January, February, March, and April 1788.
- " 26. Ryotts Complaints.
- " 27. Proceedings about the new Pottahs and Cultivation for 1196 Fuffillee.
- " 28. Proceedings about Meywa Reyets attacking the Sepoys.
- " 29. D^o D^o in Respect to those of Kereemmeddicupoor.
- " 30. Proceedings about Thieves in Beeleah and Khereed.

(Signed) " Jon^d Duncan, Resident.

" N^o 11

" N^o 1. Comparative View of the Revenue Produce of the Zemindary of Benares, as given in Mr. Grant Junior's Treatise, and as contained in the Canongoes Accounts.

		Amount stated in each Sircar in Mr. Grant's Account, exclusive of the Ezafa, which he afterwards adds separately.	Amount stated in Canongoes Accounts, inclusive of the Ezafa.	Deficiency in Mr. Grant's Accounts.	Deficiency in the Canongoes Accounts.
" 1.	Sircar of Benares	7,79,165 0 0	7,05,762 9 3	—	73,402 6 9
" 2.	D ^o of Chunar	7,58,355 0 0	7,17,325 12 9	—	41,029 3 3
" 3.	D ^o of Ghazepoor	11,87,700 0 0	9,99,876 15 9	—	1,87,823 0 3
" 4.	D ^o of Juanpoor	16,97,325 0 0	17,91,418 10 3	94,993 10 3	—
" 5.	D ^o of Allahabad, including Rajah's Jaghire of Budhoce	14,03,934 0 0	9,87,409 6 3	—	4,16,524 9 9
" 6.	D ^o of Shahabad, being the Rajah's Jaghire of Keramemgrore	1,15,300 0 0	84,000 0 0	—	31,300 0 0
" 7.	Jaghires of Syedpoor and Bhareeabad, included by Mr. Grant in the Sirkar Statements	—	1,14,300 0 0	1,14,300 0 0	—
" 8.	Sayer, or Duties and Customs	—	4,49,273 2 0	4,49,273 2 0	—
" 9.	Articles of Remission taken from the above Articles by the Rajah	—	74,038 3 0	74,038 3 0	—
" 10.	Ezafa	9,00,000 0 0	—	—	9,00,000 0 0
" 11.	Aboab, Serf, and Hemdeeawun	5,36,542 0 0	42,000 0 0	—	4,94,542 0 0
" Deduct the Deficiency in Mr. Grant's from that in the Canongoes Account		73,78,321 0 0	59,65,404 11 3	7,31,704 15 3	21,44,621 4 0
" Ultimate Surplus Excess in Mr. Grant's Statement		—	—	—	7,31,704 15 3
		—	—	—	14,12,916 4 9

" Benares,
" 12th September 1788.

" Errors excepted.
(Signed) " Jon^a Duncan, Resident.

" N^o 2. REMARKS on Mr. James Grant Junior's State of the Revenue of Benares, founded on the
 " Accounts of the Mofussil Collections of that Zemindarry.

" 1st, The Purgunnah of Buahsee is stated by Mr. Grant at	6,28,515	0	0	
" But the real Rental is, or was in 1190 Fufillee —	4,15,000	0	0	
" Overrated by Mr. Grant —	—	—	—	2,13,515 0 0
" 2d, The Purgunnah of Kuntil is stated by Mr. Grant at	5,23,212	0	0	
" But the real Rental is — — —	3,04,300	0	0	
" Overrated by Mr. Grant —	—	—	—	2,21,912 0 0
" 3d, D ^o , Kheyraljheer is stated by Mr. Grant at	2,52,207	0	0	
" But the real Rental is — — —	2,23,046	0	0	
" Overrated by Mr. Grant —	—	—	—	29,161 0 0
" 4th, D ^o , Suigrory does not properly belong to the Zemindarry	—	—	—	4,109 0 0
" Vide Remark below.				
" 5th, The Purgunnah of Neypoora is stated by Mr. Grant at	1,03,000	0	0	
" But the real Rent is — — —	61,543	6	0	
" Overrated by Mr. Grant —	—	—	—	41,456 10 0
" 6th, The Purgunnahs of Kera Mungrore are stated by Mr.				
" Grant at — — —	1,15,300	0	0	
" But the real Rental is — — —	84,000	0	0	
				31,300 0 0
" 7th, Ezafa, or Encrease, stated by Mr. Grant to have taken				
" place after Cheyte Sing's Succession —	9,00,000	0	0	
" But the real Encrease, as per Account N ^o 3, is	5,12,079	5	3	
" Overrated by Mr. Grant —	—	—	—	3,87,920 10 9
" 8th, Aboab in Sirk and Hoondean, as stated by Mr. Grant	5,36,542	0	0	
" The real Amount is no more, on account of				
" these Two Articles, than under the Head				
" of Bhurhay — — —	42,000	0	0	
" Overrated by Mr. Grant —	—	—	—	4,94,542 0 0
" Total overrated by Mr. Grant	—	—	—	14,23,916 4 9
" Grand Total of Rental as stated by Mr. Grant	73,78,321	0	0	
" Deduct, overrated as above — —	14,23,916	4	9	
" Remains producible Revenue —				59,54,404 11 3

" Explanations.

" 1st, This Sum of 4,15,000, is taken from the personal Knowledge of Lalla Omrow Sing, who,				
" in 1191 Fufillee, took the Nine Years Accounts thereof, or from 1181 to 1190,				
" both inclusive, being then the Servant of the Rajah; and, he assures me, that				
" 4,15,000 Rupees turned out the medium Jumma on that Investigation.				
" 2d, The Mofussil Jumma of Kuntil is taken from the Accounts of the Grofs Collections of				
" 1180 and 1189.				
" 3d, The Grofs, or Mofussil Collections of Kheyra Ghur, are not known to the public				
" Officers at Benares; the Jumma is therefore here put down according to the Sudder				
" Accounts; as follows:				
" 1st, Payable by the Zemindars at Benares to the Vizier,				
" whilst it continued annexed to this Zemindarry —	1,98,046	14	0	
" Estimated Profit of the Rajah —	25,000	0	0	
				2,23,046 14 0

" But whether this Estimate be accurate or not, is of no Consequence, since whatever
 " Mr. Grant states as the Produce of or the Income from Kheyra Ghur to the Zemindarry
 " of

" Fort William, the 3d October 1788.

" Mofuffil Jumma Waffil Baukee of the Mehals of the Zemindary of Benares for 1188 Fuffillee, specifying the Decrease and Increase of the Jummas of the respective Mehals in 1188 from those of 1187 Fuffillee; as also the Decrease and Increase of the Gros Collections of 1188 from those of 1187, &c. &c.; the Whole being extracted from the Records of the Canongoes.

Name of the Purgunnahs.	N ^o 1. Affil Jumma of 1187.	2. Kumme, or Decrease (of the Affil Jumma of 1187) in 1188.	3. Baukee, or Balances.	4. Ezafa, or Increase in 1188.	5. Jumla Mal, or Total of the Land Revenue in 1188.	6. Absols of 1188.	7. Total of the Mal, or Land Revenue, and the Absols of 1188.	8. Waffol Kham, or Gros Collec- tions in 1187.	9. Menahie Batta, or Deductions made by the Annals from the Collections from the Kryta for Batta on Tres and Gouhar Shahy Kupera, &c. &c.	10. Waffol Pold, or Net Collec- tions in 1188.	11. Waffol Kham, or Gros Collec- tions of 1187.	12. Decrease of the Gros Collec- tions of 1188 from those of 1187.	13. Bakee or Poldar (this Bakdar being added to the Batta, or In- crease, in the next Column, will show the Gros Collections of 1188, as per the Annals, No. 81, and if added to the Kham, or Batta, No. 2, will show the Gros Collections of 1187 as per Column, No. 21.	14. Befsee, or In- crease of 1188 beyond the A- mount collect- ed in 1187.	15. Bakee Jumma, or Balance of the Mofuffil Jumma.
Sikar of Benares, Havellee " Benares, in which there are " Three Talooks.															
" 1st Tikere	27,694 14 6	162 6 6	27,532 8 0	593 10 0	28,126 2 0	—	28,126 2 0	25,729 13 6	—	25,729 13 6	27,549 10 6	1,819 13 0	25,729 13 6	—	2,396 4 6
" 2d Chittayepoor	10,360 14 0	2 14 6	10,357 15 6	1,645 9 9	12,003 9 3	—	12,003 9 3	11,651 4 3	—	11,651 4 3	11,493 3 0	—	11,493 3 0	158 1 3	352 5 0
" 3d Jallupoor	38,656 7 3	332 12 0	38,324 11 3	408 12 0	38,732 7 3	—	38,732 7 3	39,760 5 0	—	39,760 5 0	39,534 8 0	—	39,534 8 0	225 13 0	2,227 2 3
Shewpoor	43,115 11 6	755 6 0	42,360 5 6	1,420 10 0	43,780 15 6	1,132 10 6	44,912 10 0	41,540 4 6	—	41,540 4 6	38,424 12 0	—	38,424 12 0	3,315 8 6	3,373 5 6
Talook of Lohitah	29,609 5 9	1,978 10 9	27,630 11 0	1,211 10 3	28,842 3 3	—	28,842 3 3	2,368 0 3	—	23,648 0 3	21,164 10 3	—	21,164 10 3	2,483 6 0	5,194 5 0
Kulwar	95,677 14 3	1,053 4 0	94,624 10 3	—	94,624 10 3	1,086 8 0	95,711 2 3	80,746 0 0	—	80,746 0 0	91,705 3 9	10,059 3 9	80,746 0 0	—	14,965 2 3
Kovveta	66,544 6 9	1,650 9 9	64,893 13 0	866 3 9	66,360 0 9	371 4 3	66,731 5 0	54,949 5 9	—	54,949 5 9	53,104 0 6	—	53,104 0 6	1,745 5 3	11,781 15 3
Juckene (Talook of)	14,454 9 9	16 4 0	14,438 5 9	88 5 0	14,526 10 9	88 5 0	15,385 2 3	14,469 4 0	—	14,469 4 0	14,461 13 3	—	14,461 13 3	7 6 9	915 14 3
Muyrah (D ^o ul)	69,516 12 6	1,768 2 0	67,748 10 6	2,804 1 9	70,552 12 3	624 15 9	71,177 12 0	55,661 0 3	—	55,661 0 3	57,147 8 0	1,486 7 9	55,661 13 3	—	15,516 11 9
Kutlor	96,523 6 6	6,014 6 9	90,508 15 9	3,477 14 0	93,986 13 9	1,340 5 6	95,327 3 3	89,097 3 3	184 14 9	89,722 4 6	68,884 4 6	—	68,884 4 6	21,022 4 9	5,604 14 9
Atrah (the Villages of the Purgunnah of)	7,802 0 0	—	7,802 0 0	—	7,802 0 0	—	7,802 0 0	7,802 0 0	—	7,802 0 0	7,802 0 0	—	7,802 0 0	—	—
Agwau	59,200 10 0	1,014 15 0	58,185 11 0	1,186 2 0	59,371 13 0	924 3 0	60,296 0 0	58,609 10 3	24 4 9	58,635 5 6	56,951 1 4	—	56,951 1 9	1,683 8 6	1,710 10 6
Bahereh	45,770 0 0	—	45,770 0 0	—	45,770 0 0	677 2 6	46,447 2 6	43,835 13 9	—	43,835 13 9	44,010 10 9	180 13 0	43,835 13 9	—	2,611 4 9
Pondah	51,356 12 3	1,628 3 9	49,728 8 6	87 5 9	49,815 14 3	971 5 0	50,787 3 3	48,311 15 6	—	48,311 15 6	39,003 4 9	—	39,003 14 9	9,308 10 9	4,475 3 9
Total of the Sikar of Benares	6,51,283 13 0	15,777 15 0	6,35,505 14 0	13,890 4 3	6,49,396 2 3	7,986 14 0	6,57,283 0 3	5,87,622 0 3	209 3 6	5,87,412 12 9	5,62,342 11 0	14,446 5 6	5,62,342 11 0	39,735 10 9	69,870 3 6
" Sikar of Chunar.															
Havellee Chunar	49,439 13 0	451 1 0	48,988 12 0	2,511 14 3	51,500 10 3	728 5 0	52,228 15 3	42,394 14 9	—	42,394 14 9	41,577 13 3	—	41,577 13 3	817 1 6	9,834 0 6
Bhageni	39,575 4 0	1,219 8 3	38,355 11 9	1,396 11 3	39,752 7 6	722 2 3	40,474 9 9	31,006 7 6	—	31,006 7 6	31,109 4 0	102 12 6	31,006 7 6	—	9,268 2 3
Bhallaupoor	51,076 0 0	1,067 0 9	50,008 15 3	665 4 3	50,674 3 6	376 12 0	51,050 15 6	45,681 0 0	—	45,681 0 0	46,190 1 3	509 1 3	45,681 0 0	—	5,369 15 6
Bhoree	84,531 5 0	3,066 9 9	81,464 11 3	4,167 11 0	85,632 6 3	1,953 1 0	87,585 7 3	74,870 15 0	—	74,870 15 0	78,879 2 0	4,008 3 0	74,870 15 0	—	12,714 8 3
Agore Barhar	58,583 0 0	—	58,583 0 0	7,121 0 0	65,704 0 0	351 15 0	66,055 15 0	49,693 0 9	—	49,693 0 9	56,460 2 6	6,767 1 9	49,693 0 9	—	16,362 14 3
Bay Chur	11,517 0 0	—	11,517 0 0	1,491 0 0	13,008 0 0	22 12 0	13,030 12 0	9,552 15 6	—	9,552 15 6	11,270 1 6	1,717 2 0	9,552 15 6	—	3,477 12 6
Ahutorah	19,027 4 0	560 13 6	18,466 6 6	402 3 9	18,868 10 3	—	18,868 10 3	17,394 14 9	—	17,394 14 9	18,181 0 6	876 1 9	17,394 14 9	—	1,484 13 0
Mowar	23,368 4 0	5 0 0	23,363 4 0	551 0 0	23,914 4 0	332 14 3	24,247 2 3	21,832 5 3	—	21,832 5 3	23,052 0 3	1,219 11 0	21,832 5 3	—	3,075 4 9
Mowar	31,658 0 0	110 0 0	31,548 0 0	1,038 0 0	32,586 0 0	554 1 9	33,140 1 9	29,364 13 0	—	29,364 13 0	30,748 14 3	1,384 1 3	29,364 13 0	—	12,612 4 3
Kural Sekun	75,804 11 3	679 5 6	75,125 5 9	2,018 13 3	77,144 3 0	316 13 3	77,460 15 9	63,048 12 0	—	63,048 12 0	64,142 15 6	321 15 9	63,048 12 0	—	1,312 7 3
Burwal	34,633 1 3	1,450 8 6	33,182 8 9	1,450 8 9	34,633 1 6	478 5 6	35,111 7 0	33,820 15 9	42 0 0	33,778 15 9	34,488 2 9	1,365 7 6	33,778 15 9	—	2,366 4 6
Dhoo	34,779 6 3	662 9 6	34,116 12 9	99 9 6	34,216 6 3	1,457 1 6	35,673 15 9	49,919 6 0	—	49,919 6 0	52,954 4 0	3,034 14 0	49,919 6 0	—	10,505 13 3
Nerwan	53,334 4 0	439 13 6	52,894 6 6	5,432 12 6	58,327 3 0	2,098 1 0	60,425 3 3	46,670 1 9	62 9 0	46,670 1 9	47,174 2 3	504 0 6	46,670 1 9	—	3,640 11 9
Mijwar	49,567 13 0	—	49,567 13 0	—	49,567 13 0	680 7 6	50,248 4 6	54,543 15 6	—	54,543 15 6	42,038 0 3	—	42,038 0 3	12,505 15 3	2,315 2 0
Mitjee	45,328 13 0	1,115 1 0	44,213 12 0	12,159 5 6	56,373 1 6	486 0 0	56,859 1 6	33,610 6 0	—	33,610 6 0	30,661 11 6	—	30,661 11 6	2,448 10 6	772 15 0
Burrah	32,299 5 0	13 0 0	32,286 5 0	1,679 3 0	33,965 8 0	417 13 0	34,383 5 0	—	—	—	—	—	—	—	—
Total of Sikar of Chunar	6,94,323 3 9	10,840 7 3	6,83,482 12 6	40,365 1 6	7,23,847 14 0	10,977 0 3	7,34,824 14 3	6,36,437 10 9	419 9 0	6,36,318 1 9	6,44,836 9 0	24,670 9 6	6,20,165 11 3	16,271 11 3	98,506 12 6

Fort William, 3d October 1788.

N ^o 4.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
Names of the Purgannahs.															
Sircar of Gauzeepoor.															
Havellee Gauzeepoor	91469 6 0	653 13 9	90815 8 3	3758 3 6	94573 11 9	791 9 3	95365 5 0	87716 5 9	2954 11 9	84761 13 0	99793 3 0	3022 13 3	87716 5 9	—	10603 11 0
Mahomedabad	121568 2 6	4893 0 9	116675 1 9	16854 1 0	133529 2 9	—	133529 2 9	114125 4 3	182 12 0	113941 1 3	91754 5 6	—	91754 5 6	22870 14 9	19586 10 6
Zernanah	155364 11 3	9745 7 6	145619 3 9	5506 1 9	151125 5 6	12238 2 0	163363 7 6	140478 7 6	625 9 6	134212 14 0	143144 11 3	2666 3 9	140478 7 6	—	29150 9 0
Chowah	97579 7 0	13082 12 3	84496 10 9	5124 6 9	89621 1 6	12114 6 9	101735 8 3	91448 5 0	426 4 3	91019 0 9	98301 5 3	6856 0 3	91445 5 0	—	10716 7 6
Kundah	48427 6 9	564 4 0	47863 2 9	419 15 3	48283 2 0	—	48283 2 0	46764 15 0	95 3 0	46699 11 0	46718 6 9	—	46718 6 9	46 8 6	1613 6 0
Klampoor	17917 5 0	—	17917 5 0	2325 13 3	20243 2 3	—	20243 2 3	19631 5 0	—	19631 5 0	17760 3 0	—	17760 3 0	1871 2 0	611 13 3
Shalabad	74418 12 6	1910 11 6	72508 1 0	2793 4 0	75301 5 0	5922 7 6	81223 12 6	78405 4 0	3330 10 0	75074 10 0	78541 10 6	136 6 6	78405 4 0	—	6149 2 6
Patchewar	68142 5 6	1170 0 0	66972 5 6	3888 7 6	70860 13 0	—	70860 13 0	69305 1 3	1101 4 3	68203 13 0	65754 2 0	—	65754 2 0	3550 15 3	2657 0 0
Zehorabad	83560 12 6	10 0 0	83550 12 6	2181 1 0	85731 13 6	—	85731 13 6	83435 9 6	—	83435 9 6	80349 8 6	—	80349 8 6	3186 1 0	2296 4 0
Behawn	31700 4 6	1266 13 3	30433 7 3	85 6 3	30518 13 6	—	30518 13 6	29539 5 0	64 3 9	29475 1 3	29900 10 0	361 5 0	29539 5 0	—	1043 12 3
Sekunderpoor	144417 0 9	7322 9 3	137094 7 6	21005 5 6	157699 13 0	3212 14 0	160342 11 0	153682 11 9	556 10 0	153110 1 9	148660 13 3	—	148660 13 3	15021 14 6	7216 9 3
Khurad	142660 14 0	10818 0 3	131812 13 9	3074 6 3	134917 4 0	1125 6 3	136042 10 3	124252 8 9	2430 4 3	121822 4 6	121662 5 9	—	121662 5 9	2590 3 0	1220 5 9
Baleeah	140015 11 6	12055 3 9	127060 8 9	7795 0 9	135755 9 6	3599 11 0	139265 4 6	121727 2 6	1262 3 6	120364 15 0	119937 13 3	8110 10 9	12177 2 6	—	18900 5 6
Gurah	2858 10 9	2395 12 6	26462 14 3	1517 11 6	27980 9 9	2433 11 6	30414 5 3	27595 1 3	169 8 0	27435 9 3	29661 11 3	2666 10 0	27595 1 3	—	2688 12 0
Dehmah	9355 1 0	490 4 3	8361 12 9	224 11 9	9089 8 6	898 9 6	6988 2 0	9246 4 6	109 9 0	9161 11 6	9742 15 0	496 10 6	9246 4 6	—	851 6 6
Kopah	58924 4 6	3809 0 9	55115 3 9	6368 13 3	61484 1 0	3000 6 3	9484 7 3	60423 1 3	—	60423 1 3	59555 9 0	—	59555 9 0	867 8 3	4061 6 0
Chett-feroepoor	10002 0 0	—	10002 0 0	—	10002 0 0	—	10002 0 0	8502 0 0	—	8502 0 0	—	—	8502 0 0	—	1500 0 0
Luckweller	17501 0 0	—	17501 0 0	—	17501 0 0	—	17501 0 0	15901 0 0	—	15901 0 0	—	—	15901 0 0	—	1600 0 0
Sydepoor	20724 11 0	—	20724 11 0	—	20724 11 0	—	20724 11 0	20724 11 0	—	20724 11 0	—	—	20724 11 0	—	—
Total of the Sircar of Gauzeepoor	1362607 15 0	70187 12 9	1202420 2 3	82922 13 3	1375342 15 6	41277 4 0	1419820 3 6	1302901 7 6	19048 13 6	1283852 10 0	1276813 0 3	23816 12 0	1252996 4 3	19905 3 3	133797 9 6
Sircar of Junpoor.															
Havellee Junpoor	160908 15 6	—	169098 15 6	62 0 0	160160 15 6	4410 3 6	173571 3 0	143554 5 9	3960 8 3	139893 13 6	154636 1 9	11081 12 0	143554 5 9	—	33977 5 6
Ranée	87670 13 9	451 6 0	87225 7 9	313 6 9	87538 14 6	764 13 0	88303 11 6	80843 10 0	2036 11 0	78806 15 0	8177 12 3	3029 2 3	80843 10 0	—	9496 12 6
Angiolee	76296 4 0	—	76296 4 0	—	76296 4 0	3178 8 6	79474 12 6	71044 8 6	2096 8 6	71740 0 0	72457 7 6	—	72457 7 6	1987 1 0	7726 12 6
Zaffarabad	18410 15 9	—	18410 15 9	—	18410 15 9	—	18410 15 9	18469 6 0	—	18369 6 0	16554 6 0	—	16554 6 0	1815 0 0	41 9 9
Merrezaloo	183270 13 0	156 2 9	182314 10 3	499 10 6	182814 4 9	1526 0 3	184340 5 0	162612 11 3	—	162612 11 3	160345 10 0	—	160345 10 0	2267 1 3	21727 9 9
Copalpoor (Talook of)	60063 15 0	174 13 0	59889 2 0	623 10 0	60512 12 0	1096 15 0	62609 11 0	60359 8 9	—	60359 8 9	60349 13 9	—	60349 13 9	9 11 0	1250 2 3
Budutty	82754 10 9	1069 2 0	81685 8 9	857 10 9	81543 3 6	381 15 0	81995 2 6	79942 12 0	—	79942 12 0	79054 13 6	—	79054 13 6	887 14 6	2682 6 6
Mongra	105200 10 3	—	105200 6 3	—	105200 10 3	4539 3 6	109939 13 9	105334 2 3	—	105334 2 3	105630 14 3	299 12 0	105334 2 3	—	4408 11 6
Gurwala	109045 7 0	1050 5 9	107094 1 3	708 8 6	108702 9 9	5263 10 3	113066 4 0	99577 14 3	435 10 9	99142 3 6	111243 1 3	11665 3 0	99577 14 3	—	14824 0 6
Kurac Doff	31355 0 0	—	31355 0 0	81 12 6	31436 12 6	261 9 6	31698 6 0	30478 14 6	254 15 3	30223 5 3	31244 9 0	765 10 6	30478 14 6	—	1474 6 4
Kurac Mridah	20356 14 3	50 0 0	20306 14 3	453 8 0	20760 6 5	126 9 0	20886 15 3	20737 11 9	286 4 0	20451 7 9	20249 13 0	—	20249 13 0	487 14 9	435 7 6
Kerakut	93950 0 3	2004 8 0	91045 8 3	1673 3 6	93618 11 9	2033 0 6	95851 12 3	91102 6 6	—	91102 6 6	92564 1 9	1461 11 3	91102 6 6	—	4549 5 9
Gillowah	79146 4 6	195 0 0	78951 4 6	1787 5 3	80738 9 9	1104 5 0	81842 14 9	72519 4 9	—	72519 4 9	76096 6 3	3547 1 6	72519 4 9	—	9293 10 0
Singamow (Talook of)	20200 0 0	—	20200 0 0	1000 0 0	21200 0 0	—	21200 0 0	20140 0 0	—	20140 0 0	20140 0 0	—	20140 0 0	—	1060 0 0
Kola Allah	94983 4 3	391 10 0	94591 10 3	2898 14 0	97490 8 3	1139 7 0	98629 15 3	81884 0 0	—	81884 0 0	93746 9 6	11862 3 6	81884 0 0	—	16745 9 3
Bullicat	39819 1 6	332 8 0	39486 9 6	169 0 0	39655 9 6	1453 9 9	41109 3 3	41330 1 0	563 7 9	40766 9 3	37218 11 6	—	37218 11 6	4111 5 6	342 10 0
Total of the Junpoor Sircar	1271628 1 9	6675 7 6	1264952 10 3	11128 9 9	1276081 4 0	27279 13 9	1302361 1 9	1182838 11 3	7834 1 6	1173024 9 9	1215908 11 6	44615 8 3	1171292 11 3	11566 0 0	130336 8 0

" Fort William, the 3d October 1788.

N ^o 4.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
" Names of the Pargunnahs.															
" Sirkar of Terhar.															
" Kuntit - -	277,103 3 6	462 2 3	276,641 1 3	2,004 4 3	278,645 5 6	—	278,645 5 6	271,030 5 9	—	271,030 5 9	268,833 12 3	—	268,833 12 3	2,196 9 6	7,614 15 9
" Saket's Ghur - -	23,754 6 0	—	23,754 6 -	686 8 -	24,440 14 -	—	24,440 14 -	24,440 14 -	—	24,440 14 -	23,754 6 -	—	23,754 6 -	686 8 -	—
" Total of the Sirkar of Terhar	3,00,857 9 6	462 2 3	3,00,395 7 3	2,690 12 3	3,03,086 3 6	—	3,03,086 3 6	2,95,471 3 9	—	2,95,471 3 9	2,92,588 2 3	—	2,92,588 2 3	2,883 1 6	7,614 15 9
" Sirkar of Allahabad Budhooee (according to the Sudder Jumma) after deducting the Amount of the Rajah's Jag- her, the Canongoes Re- cords of this Pargunnah not having been received by the Resident - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—

" ABSTRACT.															
" Sirkar of Benares -	6,51,283 13 -	15,777 13 -	6,35,505 14 -	13,790 4 3	6,49,206 2 3	7,986 14 -	6,57,283 - 3	5,87,622 - 3	209 3 6	5,87,412 12 9	5,62,342 11 -	14,446 5 6	5,47,896 5 6	39,725 10 9	69,870 3 6
" Dano of Chunar -	6,94,323 3 9	10,840 7 3	6,83,482 12 6	4,336 1 6	7,23,847 14 -	10,977 - 3	7,34,824 14 3	6,36,437 10 9	119 9 -	6,36,318 1 9	6,44,836 9 -	24,670 9 6	6,20,165 15 6	16,271 11 3	98,506 12 6
" Dano of Chanzepoor -	13,62,607 15 -	70,187 12 9	12,92,420 2 3	82,922 13 3	13,75,342 15 6	44,277 4 -	14,19,620 3 6	13,02,901 2 6	19,048 13 6	12,83,582 10 -	12,76,813 - 3	23,816 12 -	12,52,996 4 3	49,905 3 3	1,35,767 9 6
" Dano of Jampoor -	12,71,628 1 9	6,675 7 6	12,64,951 10 3	11,128 9 9	12,76,081 4 -	27,279 13 9	13,03,361 1 9	11,82,858 11 3	9,834 1 6	11,73,021 9 9	12,15,908 3 6	44,615 8 3	11,71,292 11 3	12,566 - -	1,30,336 8 -
" Dano of Terhar -	3,00,857 9 6	462 2 3	3,00,395 7 3	2,690 12 3	3,03,086 3 6	—	3,03,086 3 6	2,95,471 3 9	—	2,95,471 3 9	2,92,588 2 3	—	2,92,588 2 3	2,883 1 6	7,614 15 9
" Dano of Allahabad -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—
" Total Kingdoms -	44,56,359 11 -	1,03,043 12 9	43,52,425 14 3	1,50,897 9 -	4,50,323 7 3	90,521 - -	45,03,844 7 3	41,80,950 1 6	29,211 11 6	41,51,738 6 -	41,66,147 10 -	1,07,549 3 3	40,60,598 6 9	1,20,351 10 9	4,40,096 1 3

"Fort William, the 3d October 1788.

"Mofuffil Jumma Waffil Baukee of the Mehals of the Zemindary of Benares for Fuffillee, specifying the Decrease and Increase of the Jumma of the respective Mehals in 1189 from those of 1188 Fuffillee; as also the Decrease and Increase of the Grofflections of 1189 from those of 1188, &c. &c.; the Whole being extracted from the Records of the Canongoes.

	N ^o 1. Affil Jumma of 1188.	2. Kumme, or Decrease of the Affil Jumma of 1188 in 1189.	3. Bauke, or Balam.	4. Ezaffa, or Increase in 1189.	5. Junia Mal, or Total of the Land Revenue in 1189.	6. Aboahs of 1189.	7. Total of H, or Land, of the of 1189.	8. Waffol Kham, or Grofs Collec- tions in 1189.	9. Minhakie Batta, or Deductions made by the Aumt from the Collections from the Ryots for Batta on Trelach and Ger- the Rupees, &c. &c.	10. Waffol Kham, or Net Collec- tions in 1189.	11. Waffol Kham, or Grofs Collec- tions of 1188.	12. Decrease of the Grofs Collec- tions of 1189 from those of 1188.	13. Bauke or Balam (this Balam being added to the Batta, or In- crease, in the next Column, will show the Grofs Collection of 1189, as per Co- lumn, No. 8, and if added to the Ryntee, or Decrease, No. 2, will shew the Grofs Collections of 1188, as per Column, No. 11.	14. Belcher, or In- crease of 1189 beyond the A- mount collect- ed in 1188.	15. Bauke Jumma, or Balam of the Mofuffil Jumma.
"Sikar of Benares, Havellee Benares, viz.															
"1st Talook of Tickree	28,126 2 0	1,732 14 9	26,393 3 3	7 1 0	26,400 4 3	—	26,444 3	24,703 15 9	—	24,703 0	3,741 13 6	1,025 13 9	24,703 15 9	—	1,696 4 6
"2d Do. of Chittayepoor	12,003 9 3	—	12,003 9 3	—	12,003 9 3	—	12,009 3	11,651 4 3	—	11,651 4 3	—	—	11,651 4 3	—	352 5 0
"3d Do. of Jaloupour	33,824 8 0	1,018 8 0	32,806 0 0	358 3 6	33,164 3 6	—	33,193 6	30,836 10 9	—	30,836 10 9	3,357 5 0	—	30,836 10 9	76 5 9	2,327 8 9
"Shurpoor	41,447 13 9	4,325 10 3	37,122 3 6	1,071 3 3	38,193 6 9	1,058 13 9	39,246 6	39,184 10 6	—	39,184 10 6	4,510 4 6	2,355 10 0	39,184 10 6	—	67 10 0
"Lohitah (Talook of)	27,443 12 0	816 13 9	26,628 14 3	1,425 10 0	28,054 8 3	406 5 0	28,463 2	25,268 9 6	—	25,268 9 6	3,643 0 3	—	23,048 0 3	1,620 9 3	3,192 3 9
"Kulwar	1,01,321 5 3	1,764 7 0	99,557 14 3	4,594 3 9	1,04,151 2 0	778 10 0	1,05,112 0	97,359 4 0	—	97,359 4 0	8,076 0 0	—	80,746 0 0	16,513 4 0	7,870 8 0
"Kumona	66,360 0 9	3,614 5 9	62,745 11 0	2,611 2 3	65,356 13 3	401 6 9	65,740 0	60,985 3 6	—	60,985 3 6	5,104 5 9	—	54,919 5 9	6,035 13 9	4,773 0 6
"Jalkee (Talook of)	15,294 5 0	—	15,294 5 0	—	15,294 5 0	310 14 9	15,630 9	15,527 12 9	—	15,527 12 0	14,169 4 0	—	14,169 4 0	1,558 8 9	77 7 0
"Muprah (D ^o of)	70,552 12 3	5,243 12 6	65,308 15 9	2,839 0 0	68,148 0 0	5,106 6 6	73,266 6	64,025 11 3	—	64,025 11 3	55,661 0 3	—	55,661 0 3	8,564 11 0	9,228 11 3
"Kutcher	97,423 5 0	6,460 8 0	90,963 13 0	5,195 8 3	97,423 5 0	647 11 0	97,303 0 3	96,626 15 3	135 1 6	96,471 13 9	89,907 3 3	—	89,907 3 3	6,609 12 0	834 2 6
"Afoal	7,802 0 0	—	7,802 0 0	—	7,802 0 0	—	7,802 0 0	7,802 0 0	—	7,802 0 0	—	—	7,802 0 0	—	—
"Aghwan	58,978 11 6	1,017 7 6	57,961 4 6	3,504 11 9	61,466 0 3	1,556 3 6	63,030 9	55,335 5 9	—	55,335 5 9	5,609 10 3	3,354 4 6	55,335 5 9	—	7,716 14 0
"Bakurh	44,672 0 0	141 0 0	44,531 0 0	2,862 0 0	47,393 0 0	762 11 3	48,111 3	41,733 11 6	—	41,733 11 6	4,335 13 9	2,077 2 3	41,733 11 6	—	6,396 15 9
"Punrah	50,082 5 9	905 14 6	49,176 7 3	1,090 3 0	50,266 10 3	1,074 10 0	51,343 4 3	47,024 8 0	—	47,024 8 0	4,311 15 6	1,287 7 6	47,024 8 0	—	4,316 12 3
"Total of the Sikar of Benares	6,55,534 0 0	27,041 5 6	6,28,493 5 0	26,058 4 0	6,54,552 15 0	12,103 15 6	6,66,606 0 6	6,17,940 10 9	135 1 6	6,17,805 9 3	5,77,622 0 3	10,050 6 0	5,77,651 10 5	49,369 0 6	48,850 7 5
"Sikar of Cumar.															
"Havellee Cumar	51,500 10 3	6,517 1 6	44,983 8 9	1,775 6 9	46,758 15 6	346 10 3	47,104 9 9	41,585 10 9	—	41,585 10 9	42,394 14 9	809 4 0	41,585 10 9	—	5,519 15 0
"Bhogpur	39,552 7 6	11,496 6 6	28,056 1 0	722 8 3	28,778 9 3	272 8 9	29,050 2 0	27,323 8 3	—	27,323 8 3	3,106 7 6	3,682 15 3	27,323 8 3	—	1,737 9 9
"Khalaspour	50,674 3 6	2,136 6 0	48,537 13 6	1,547 0 3	50,084 13 9	1,008 12 6	51,092 10 3	48,179 12 9	—	48,179 12 9	45,681 0 0	7,511 3 3	48,179 12 9	—	12,913 13 6
"Bhake	85,632 6 3	13,497 0 0	72,135 6 3	2,955 9 9	75,091 0 0	1,645 6 0	76,736 0	71,900 2 0	—	71,900 2 0	74,870 15 0	2,910 13 0	71,900 2 0	—	4,776 4 0
"Agroore Baulur	65,704 0 0	4,563 0 0	61,141 0 0	3,591 0 0	64,732 0 0	3,542 14 9	68,274 14 9	59,138 14 6	—	59,138 14 6	49,693 0 9	—	49,693 0 9	9,445 13 9	9,136 0 3
"Baj Chah	13,028 0 0	4,973 0 0	8,055 0 0	—	8,055 0 0	825 0 0	8,880 6 3	8,661 12 0	—	8,661 12 0	9,552 15 6	891 3 6	8,661 12 0	—	198 10 3
"Aduouch	18,868 10 3	1,115 0 9	17,753 9 6	494 13 6	18,248 7 0	26 0 0	18,274 7 0	13,138 10 3	—	13,138 10 3	17,304 14 9	3,866 4 6	13,138 10 3	—	4,835 12 9
"Mangar	23,914 4 0	670 4 0	23,244 0 0	946 7 0	24,190 7 0	419 10 3	24,609 1 3	20,930 2 6	—	20,930 2 6	21,832 5 3	902 2 9	20,930 2 6	—	7,679 14 9
"Nouares	32,386 0 0	1,511 0 0	30,875 0 0	2,944 0 0	34,019 0 0	507 8 0	34,526 8 0	29,773 9 9	—	29,773 9 9	29,364 13 0	—	29,364 13 0	4,812 9	4,752 14 3
"Hawal Sullur	75,385 8 6	2,421 2 0	72,964 6 6	8,719 4 9	81,683 11 3	20 15 6	81,704 10 9	68,132 11 6	—	68,132 11 6	63,048 12 0	—	63,048 12 0	5,083 15 6	1,557 15 3
"Barahil	34,613 1 6	1,492 2 6	33,120 15 0	6,564 10 0	39,684 9 0	1,195 10 0	40,879 3 0	36,768 12 6	—	36,768 12 6	33,820 15 9	—	33,820 15 9	2,947 12 9	4,112 6 6
"Dowls	34,216 6 3	1,426 4 3	32,790 2 6	259 15 9	33,049 2 3	1,154 10 0	34,204 12 3	30,334 8 9	19 0 0	30,334 8 9	33,122 11 3	2,788 2 6	30,334 8 9	—	3,880 3 6
"Mupar	49,567 13 0	3,133 6 0	46,434 7 0	1,879 11 3	48,314 2 3	—	48,314 2 3	39,212 14 0	—	39,212 14 0	46,670 1 9	7,457 3 9	39,212 14 0	—	9,101 4 3
"Mupar	54,373 1 6	8,435 15 0	47,937 2 6	4,299 11 0	52,236 13 6	522 0 0	52,758 13 6	45,511 3 3	—	45,511 3 3	54,543 15 6	9,032 12 3	45,511 3 3	—	7,247 10 3
"Barah	33,965 8 0	—	33,965 8 0	2,295 8 0	36,261 0 0	506 10 6	36,767 10 6	35,449 6 0	—	35,449 6 0	33,610 6 0	—	33,610 6 0	1,839 0 0	1,318 4 6
"Nouara	59,406 3 0	3,720 0 3	55,686 2 9	4,366 4 3	60,052 7 0	2,489 8 3	62,541 15 3	43,174 7 9	—	43,174 7 9	49,919 6 0	6,744 14 3	43,174 7 9	—	19,367 7 9
"Total of the Cumar Sikar	7,24,668 3 6	67,098 0 3	6,57,870 3 3	43,361 14 6	7,01,231 1 9	14,484 3 7	7,15,716 4 9	6,09,576 2 6	19 0 0	6,09,557 2 6	6,36,437 10 9	46,586 15 0	5,89,850 11 9	19,725 6 9	1,66,159 2 3

"Fort William, the 3d October 1788.

N ^o 5.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
"Names of the Pargunnahs.															
"Sircar of Gauzeepoor.															
"Havilce Gauzeepoor	94,573 11 9	5,392 4 3	89,181 7 6	1,342 0 0	90,523 7 6	1,357 8 6	91,881 0 0	82,932 13 6							
"Mohammedabad	1,34,665 15 0	8,587 6 0	1,26,078 9 0	8,194 15 0	1,34,273 8 0	10,028 1 6	1,44,301 9 6	1,10,671 0 9	3,016 8 9	79,826 4 9	8,736 5 9	4,783 8 3	82,932 13 6		12,254 11 3
"Zemana	1,51,125 5 6	1,872 12 9	1,49,352 8 9	20,939 6 0	1,70,191 14 9	1,41,51 0 6	1,84,342 15 3	1,90,464 14 3	1,109 0 9	1,09,602 0 0	1,44,135 4 3	3,454 3 6	1,10,671 0 9		34,739 9 6
"Chowah	89,621 1 6	9,452 14 0	80,167 3 6	16,445 10 0	96,592 13 6	1,44,05 14 6	1,10,998 11 0	89,933 4 6	6,184 7 6	1,03,280 6 9	1,41,478 7 6	3,103 9 3	1,09,461 14 3		81,362 8 6
"Hunah	48,283 2 0	3,327 7 0	44,955 11 0	6,369 2 0	51,314 13 0		51,314 13 0	45,594 15 0		89,933 4 6	91,445 5 0	1,512 0 6	89,433 4 6		21,605 6 6
"Khaupoor	20,243 2 3	1,022 4 3	19,220 14 0	2,281 0 0	21,501 14 0		21,501 14 0	21,003 13 0	105 15 0	45,489 0 0	46,764 15 3	1,170 0 3	45,594 15 0		5,825 13 0
"Shahabad	76,468 15 0	7,945 1 0	68,523 14 0	2,629 9 3	74,153 7 3	5,594 4 6	76,747 11 9	62,893 6 0		21,003 13 0	19,671 5 0		19,631 5 0	1,372 8 0	4,981 1 0
"Patiawter	70,860 13 0	3,709 2 0	67,151 11 0	3,965 5 0	71,115 0 0		71,115 0 0	55,481 4 0	3,032 5 3	59,861 0 9	7,405 4 0	10,511 14 0	62,893 6 0		16,886 11 0
"Zalabad	86,212 0 3	4,135 13 6	82,076 2 9	6,104 13 6	88,181 0 3		88,181 0 3	85,767 6 9	797 3 6	54,684 0 6	69,385 1 8	13,823 13 3	55,481 4 0		16,430 15 6
"Behlwan	30,258 10 9	3,330 13 9	26,927 13 0	2,804 14 3	29,732 11 3		29,732 11 3	28,377 10 0	930 1 6	84,837 5 3	83,435 9 6		83,435 9 6		3,343 11 0
"Selundpoor	1,58,209 13 0	11,514 11 3	1,46,685 1 9	6,830 2 0	1,53,415 3 9	3,755 0 0	1,57,170 3 9	1,39,845 8 6	140 15 6	28,236 10 6	29,539 5 0	1,161 11 0	28,377 10 0		1,396 0 9
"Kiered	1,24,916 4 0	5,424 3 9	1,19,492 0 3	14,873 15 6	1,34,365 15 9	852 11 0	1,35,218 10 9	1,00,007 10 6	2,505 2 6	1,37,340 6 0	1,53,681 11 9	13,837 3 3	1,39,845 8 6		19,829 13 9
"Balkah	1,39,265 4 6	20,941 7 3	1,18,323 13 3	17,086 0 9	1,35,409 14 0	4,232 6 6	1,39,642 4 6	1,19,399 15 9	504 12 0	99,592 4 6	1,24,352 8 9	24,154 14 3	1,00,097 10 6		35,625 12 3
"Dahmah	9,059 8 6	242 10 9	8,846 13 9	1,386 11 6	10,233 9 3	964 4 3	11,197 13 6	8,690 8 6	3,215 10 9	1,16,184 5 0	1,21,727 2 6	2,327 2 9	1,19,399 15 9		23,457 15 6
"Garcia	27,980 9 9	940 5 9	27,040 4 0	5,624 6 3	32,664 10 3	3,567 14 9	26,232 9 0	29,445 1 3	94 11 3	8,395 13 3	9,246 4 6	555 12 0	8,690 8 6		2,602 0 3
"Kopah	61,484 1 0	6,836 10 9	54,647 6 3	5,809 13 0	60,457 3 3	3,312 11 0	63,769 14 3	61,732 13 3	232 4 0	29,212 13 3	27,395 1 3		27,395 1 8	1,850 0 0	7,019 11 9
"Chetepoore	10,002 0 0		10,002 0 0		10,002 0 0		10,002 0 0	8,502 0 0	591 14 3	61,150 15 0	60,423 1 3		60,423 1 3	1,309 12 0	2,618 15 3
"Lankeliff	17,501 0 0		17,501 0 0	3,000 0 0	20,501 0 0		20,501 0 0	18,901 0 0		8,502 0 0	8,502 0 0		8,502 0 0		1,500 0 0
"Lachpore	20,724 11 0		20,724 11 0		20,724 11 0		20,724 11 0	20,724 11 0		18,901 0 0	15,901 0 0		15,901 0 0	3,000 0 0	1,600 0 0
"Total of the Gauzeepoor Sircar	1,37,127 0 9	94,677 0 0	1,27,659 0 0	1,25,655 12 0	1,40,254 12 9	6,221 12 0	1,46,447 8 9	1,19,459 12 6	22,541 0 6	1,17,691 11 0	1,30,490 7 6	1,13,305 12 3	1,19,595 11 3	9,864 1 3	2,87,557 12 9
"Havilce Juanpoor	1,73,517 15 0	9,259 12 3	1,64,258 2 3	3,190 2 6	1,67,448 5 3	2,799 0 0	1,70,247 5 3	1,60,512 12 6	5,313 15 9	1,55,197 11 9	1,43,554 5 9		1,43,554 5 9	16,938 6 9	15,048 8 6
"Ranee	74,301 14 6	2,292 11 6	72,009 3 0	778 6 0	72,789 9 0	600 0 6	73,387 9 6	71,750 3 6	1,490 2 3	70,260 1 3	80,843 10 0	9,093 6 6	71,750 3 6		3,127 8 3
"Angulce	72,837 10 0	3,215 4 0	69,622 6 0	2,596 11 0	72,219 1 0	1,444 1 0	73,663 2 0	70,418 12 6	1,546 12 6	68,872 0 0	74,044 8 6	3,625 12 0	70,418 12 6		4,791 2 0
"Zalabad	18,410 15 9	958 7 0	17,452 8 9	106 6 0	17,558 14 9		17,558 14 9	16,400 6 9		16,400 6 9	18,169 6 0	1,768 15 3	16,400 6 9		1,158 8 0
"Metrano	1,82,814 4 9	3,047 2 9	1,79,767 2 0	14,389 0 9	1,94,156 2 9	415 8 6	1,94,571 11 3	1,59,483 4 3		1,59,483 4 3	1,62,612 11 3	12,129 7 0	1,59,483 4 3		44,088 7 0
"Gopalpoor	60,512 12 0	1,110 7 0	59,402 5 0	1,371 10 0	60,773 15 0	992 10 3	61,766 9 3	60,031 14 6		60,031 14 6	60,359 8 9	327 10 3	60,031 14 6		1,738 10 9
"Bunetty	82,543 3 9	2,241 14 6	80,301 5 3	2,960 3 9	83,261 9 0	318 15 0	83,580 8 0	76,206 2 3		76,206 2 3	79,942 12 0	3,736 9 9	76,206 2 3		7,374 5 9
"Mangrah	1,05,200 10 3	641 10 0	1,04,559 0 3		1,04,559 0 3	4,632 6 6	1,09,191 6 9	1,05,341 9 0		1,05,341 9 0	1,05,331 2 3		1,05,331 2 3	10 6 9	3,849 13 9
"Garcia	1,08,732 9 9	1,058 11 9	1,07,683 14 0	7,603 13 0	1,15,247 11 0	8,675 1 9	1,23,922 12 9	1,12,836 8 3	566 2 6	1,12,240 5 9	99,577 14 3		99,577 14 3	13,258 10 0	11,652 7 0
"Kantar Dukt	22,379 14 6	250 12 6	22,129 2 0	1,915 0 0	24,044 2 0	262 3 9	24,306 5 9	23,497 7 6	11 2 0	23,486 5 6	21,422 0 6		21,422 0 6	2,075 7 0	820 0 3
"Kantar Mchahs	9,184 8 0	312 0 0	8,872 8 0	818 2 0	9,690 10 0	178 1 0	9,868 11 0	9,801 14 0	302 9 0	9,499 5 0	9,217 13 6		9,217 13 6	584 0 6	369 6 0
"Kantar	79,116 8 0	17,072 13 9	62,333 10 3	10,313 12 0	72,647 6 3	2,991 0 3	75,638 6 6	64,168 7 0		64,168 7 0	64,890 2 9	12,721 11 9	64,168 7 0		11,469 15 6
"Chidlowah	80,738 9 9	2,540 3 6	78,198 6 3	2,900 14 9	81,099 5 0	1,470 15 3	84,570 4 3	75,532 12 0		75,532 12 0	72,549 4 9		72,549 4 9	2,983 7 3	7,037 8 3
"Sugramow	21,200 0 0		21,200 0 0		21,200 0 0		21,200 0 0	20,140 0 0		20,140 0 0	20,140 0 0		20,140 0 0		1,060 0 0
"Balkilce	39,655 9 6	184 0 0	39,471 9 6	2 0 0	39,473 10 0	1,197 11 3	40,671 5 3	36,991 0 3	482 3 9	36,508 11 6	41,337 1 0	4,339 0 9	36,991 0 3		4,162 8 9
"Kolarah	97,490 8 3	1,717 15 6	95,772 8 9	4,928 15 3	1,00,701 8 0	2,150 9 3	10,852 1 3	97,893 3 9		97,893 3 9	81,884 6 0		81,884 6 0	16,008 13 9	4,938 13 6
"Total of the Sircar of Juanpoor	1,22,897 9 9	45,905 14 0	1,18,299 11 9	53,875 1 6	1,23,686 13 3	28,128 4 3	1,26,497 1 6	1,15,206 6 0	9,712 15 9	1,14,293 6 3	1,17,589 11 3	47,742 9 3	1,17,589 11 3	51,879 4 0	1,22,703 11 3

Fort William, the 3d October 1788.

N ^o 5.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
Names of the Parganahs.															
" Sirur of Terhar.															
Land - - -	2,78,645 5 6	1,278 4 9	2,77,136 7 0 9	414 4 6	2,77,781 5 3	—	2,77,781 5 2	2,70,345 10 6	—	2,77,781 5 2	2,77,781 5 2	684 4 3	2,77,781 5 2	—	7,435 10 9
Water Course - -	2,444 14 -	2,302 14 -	22,138 - -	—	22,138 - -	—	22,138 - -	22,138 - -	—	22,138 - -	22,138 - -	2,302 14 -	22,138 - -	—	—
Land - - -	3,03,086 3 6	3,581 2 9	2,99,505 - 9	414 4 6	2,99,919 5 3	—	2,99,919 5 3	2,92,483 10 6	—	2,92,483 10 6	2,92,483 10 6	2,92,483 10 6	2,92,483 10 6	—	7,435 10 9
(Sum of Allahabad Buthoor) according to the Sudder Munshi after deducting the amount of the Rajah's Jag- gers, the Cawingors' Re- cords of which have not been received - - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—

" ABSTRACT.															
Sum of Benares - -	6,55,534 10 6	27,041 5 6	6,28,493 5 -	26,058 15 -	6,54,552 4 -	12,103 12 6	6,66,656 - 6	6,17,940 10 9	135 1 6	6,17,940 10 9	58,722 1 - 3	1,40,500 6 0	5,77,571 10 3	40,369 - 6	48,850 7 3
Sum of Cawingors - -	7,24,968 3 6	67,093 3 -	6,57,870 3 3	43,361 14 6	7,01,252 1 9	14,484 3 -	7,15,716 4 9	6,09,576 2 6	19 - -	6,09,576 2 6	6,36,137 12 9	4,65,886 15 -	5,89,850 11 9	19,725 6 9	1,46,159 2 3
Sum of Allahabad Buthoor - -	1,37,127 6 - -	94,677 - -	12,76,599 - 9	1,25,655 12 -	14,01,254 12 9	62,221 12 -	14,64,476 8 9	11,09,459 12 6	22,541 - 6	11,09,459 12 6	1,13,335 12 3	1,13,335 12 3	11,09,459 11 3	9,864 1 3	2,87,557 12 9
Sum of Jaunpur - -	12,28,897 9 9	45,023 14 -	11,82,993 11 9	53,875 1 6	12,36,868 13 3	28,128 4 3	12,64,997 1 6	11,52,406 4 -	9,712 15 9	11,52,406 4 -	11,52,406 4 -	47,742 9 3	11,00,127 2 -	51,879 4 -	1,22,703 11 3
Sum of Terhar - -	3,03,086 3 6	3,581 2 9	2,99,505 - 9	414 4 6	2,99,919 5 3	—	2,99,919 5 3	2,92,483 10 6	—	2,92,483 10 6	2,92,483 10 6	2,92,483 10 6	2,92,483 10 6	—	7,435 10 9
Sum of Allahabad - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—
Total Rupees - -	44,59,421 12 -	2,38,301 6 6	42,21,120 5 6	2,49,365 15 6	44,70,486 5 -	1,16,937 15 9	45,87,424 4 9	42,47,125 10 3	32,408 1 9	42,47,125 10 3	11,45,001 1 6	2,22,673 3 9	39,25,287 13 9	1,21,837 12 6	5,72,707 12 3

Fort William, the 3d October 1788.

" Mofuffil Jumma Waffil Bakee of the Mehals of the Zemindarry of Benares for 1190 Fuffilee, specifying the Decrease and Increase of the Jumma of the respective Mehals in 1190 from thofe of 1189 Fuffilee; as also the Decrease and Increase of the Grofs Collections of 1190 from thofe of 1189, &c. &c.; the Whole being extracted from the Records of the Canongoes.

* Name of the Pargannah.	N ^o 1. Affil Jumma of 1189.	2. Kumree, or Decrease of the Affil Jumma of 1189 in 1190.	3. Bankee, or Balance.	4. Ezaffa, or Increase in 1190.	5. Jumla Mal, or Total of the Land Revenue in 1190.	6. Aboabs of 1190.	7. Total of the Mal, or Land Revenue, of the Aboabs of 1190.	8. Waffool Kham, or Grofs Collec- tions in 1190.	9. Minhabie Barra, or Deductions made by the Amil from the Collections from the Ryots for Barra in Trefooly and Gor- thee Ruppes, &c. &c. &c.	10. Waffool Pakhi, or Net Collection in 1190.	11. Waffool Kham, or Grofs Collec- tions of 1189.	12. Decrease of the Grofs Collec- tions of 1190 from thofe of 1189.	13. Bakee or Balance, This Balance being added to the Bakee, or In- crease, in the next Column, will show the Grofs Collections of 1190, as per Co- lumn, No. 8, and if added to the Amount, or Decrease, No. 2, will show the Grofs Collections of 1189, as per Column, No. 11.	14. Beltie, or In- crease of 1190 beyond the A- mount collect- ed in 1189.	15. Bakee Jumma, or Balance of the Mofuffil Jumma.
* Salars of Benares, in Havellee " Benares.															
" 1st, The Taluk of Tukeree	26,420 4 3	420 8 6	25,979 11 9	186 9 0	26,166 4 9	—	26,166 4 9	23,877 8 0	—	23,877 8	44,733 15 9	826 7 9	23,877 8 0	—	2,288 12 9
" 2d, The Do. of Chittareepoor	11,995 15 9	153 12 9	11,842 3 0	49 1 6	11,891 4 6	—	11,891 4 6	11,345 7 6	—	11,345 7	11,345 4 3	305 12 9	11,345 7 6	—	545 13 0
" 3d, The Do. of Jalloopoor	33,128 4 9	1,586 3 6	31,542 1 3	93 0 9	31,635 5 0	—	31,635 2 0	29,151 13 6	—	29,151 13	38,733 10 9	1,684 13 3	29,151 13 6	—	2,483 4 6
" Narpoo	43,171 11 3	1,878 10 9	41,293 0 6	444 9 3	41,737 9 9	133 9 3	41,737 9 9	38,733 3 3	—	38,733 3	38,733 10 6	451 7 3	38,733 3 3	—	137 15 9
" Lalpali	27,185 13 3	2,341 1 0	24,844 12 3	1,153 12 9	25,998 9 0	919 10 0	26,918 3 0	25,509 7 3	—	25,509 7	38,733 9 6	1,759 2 3	23,559 7 3	—	3,408 11 9
" Koonwa (Taluk of)	1,044,486 0 9	1,621 14 6	1,042,864 2 3	1,181 15 3	1,044,046 1 6	687 15 9	1,044,735 1 3	98,730 4 9	266 1 6	98,464 3	1,042,864 2 3	—	97,259 4 0	1,471 0 9	6,269 14 0
" Jackney	15,294 5 0	742 10 3	14,551 10 9	—	14,551 10 9	854 4 0	15,405 14 9	14,893 5 6	—	14,893 5	15,405 12 9	634 7 3	14,893 5 6	—	512 9 3
" Nagpali	68,148 0 0	1,149 2 6	66,998 13 6	4,623 6 3	71,622 3 9	422 6 9	72,044 10 6	69,071 11 6	—	69,071 11	72,044 11 3	—	64,025 11 3	5,046 0 3	2,972 15 0
" Bhalhi	49,593 0 0	503 8 6	49,089 7 6	1,084 0 0	50,173 7 6	1,467 7 0	51,640 14 6	51,169 10 0	—	51,169 10	51,169 11 6	—	41,558 11 6	9,410 14 6	471 4 6
" Aliaul	10,142 0 0	339 0 0	9,803 0 0	—	9,803 0 0	—	9,803 0 0	9,803 0 0	—	9,803 0	9,803 0 0	—	7,802 0 0	2,001 0 0	—
" Aligum	61,619 8 6	1,767 11 3	59,853 13 3	3,559 1 6	63,410 14 9	2,215 14 0	65,626 12 9	57,349 11 6	386 4 9	57,349 11	65,626 12 9	—	55,395 5 9	2,044 5 9	8,663 6 0
" Kitcher	97,963 3 0	3,120 13 6	94,842 5 6	3,344 15 0	98,186 10 6	434 9 0	98,620 13 6	98,241 3 6	—	98,241 3	98,620 13 6	—	95,606 15 3	1,634 4 3	260 10 0
" Pindauli	49,622 14 3	476 6 3	49,146 8 0	1,296 0 0	50,442 8 0	1,804 2 6	52,246 10 6	49,215 4 6	—	49,215 4	52,246 10 6	6,809 3 6	49,215 4 6	—	12,031 6 0
* Total of the Sarkar of Benares	6,61,107 14 0	17,620 6 6	6,43,487 7 6	20,188 13 6	6,63,676 5 0	9,597 14 9	6,73,274 3 9	6,29,386 7 0	652 6 3	6,28,734 0	6,73,274 3 9	12,471 6 0	6,25,469 4 9	23,917 2 3	44,540 3 0
* Sarkar of Chunar.															
" Hattler Chunar	47,105 9 9	5,017 5 3	42,088 4 6	2,094 14 0	44,183 2 6	640 12 3	44,823 14 9	41,783 0 6	—	41,783 0	44,823 14 9	—	41,585 10 9	197 5 9	3,640 14 3
" Bhagpore	32,012 7 3	—	32,012 7 3	—	32,012 7 3	817 15 3	32,830 6 6	32,130 2 6	—	32,130 2	32,830 6 6	—	27,323 8 3	486 10 3	700 4 0
" Bhagpore	45,999 13 0	—	45,999 13 0	—	45,999 13 0	468 7 6	46,468 4 6	38,381 0 0	—	38,381 0	46,468 4 6	—	38,179 12 9	26 1 9	8,082 6 0
" Bhagpore	66,779 0 0	—	66,779 0 0	—	66,779 0 0	1,836 10 0	68,615 10 0	53,152 15 6	—	53,152 15	68,615 10 0	—	53,152 15 6	—	15,462 10 6
" Agrowee Bhatia	56,731 0 0	3,786 0 0	52,945 0 0	1,961 0 0	54,906 0 0	4,270 3 0	59,176 3 0	55,337 8 9	—	55,337 8	59,176 3 0	—	53,301 5 9	—	3,338 10 3
" Bp. Chur	8,335 0 0	—	8,335 0 0	—	8,335 0 0	786 6 0	14,031 6 0	13,956 1 9	—	13,956 1	14,031 6 0	—	8,661 12 0	5,294 5 9	75 4 3
" Almorah	18,351 4 6	1,242 12 0	17,108 8 6	1,749 6 0	18,857 9 0	127 1 3	18,984 10 3	17,128 11 6	284 4 9	17,128 11	18,984 10 3	—	13,138 10 3	3,690 1 3	2,140 3 6
" Mowat	24,190 7 0	434 0 0	23,756 7 0	348 9 0	24,105 0 0	1,441 2 6	25,546 2 6	21,323 13 3	—	21,323 13	25,546 2 6	—	20,930 2 6	393 10 9	4,222 5 3
" Mowat	33,695 0 0	1,563 0 0	32,132 0 0	398 8 0	32,530 8 0	1,051 7 3	33,581 5 3	30,443 3 3	148 8 0	30,443 3	33,581 5 3	—	29,773 9 9	274 9 6	3,577 4 0
" Bawal	74,579 15 9	6,864 1 3	67,715 14 6	2,422 7 0	70,137 5 6	—	72,138 5 6	72,138 5 6	—	72,138 5	72,138 5 6	—	68,132 11 6	4,005 10 0	—
" Bawal	38,684 9 0	4,734 8 6	33,950 0 6	580 0 3	34,530 0 9	510 13 0	35,040 13 9	34,287 9 3	45 0 0	34,287 9	35,040 13 9	—	34,287 9 3	—	798 4 6
" Newari	32,876 9 9	1,157 3 9	31,719 6 0	3,793 5 6	35,512 11 6	591 7 3	36,103 2 9	32,437 8 6	—	32,437 8	36,103 2 9	—	30,334 8 9	2,102 15 9	3,366 10 3
" Mowat	60,287 7 0	8,689 4 9	51,598 2 3	2,532 13 0	54,130 15 3	2,196 15 6	56,327 15 9	51,028 3 9	304 8 0	51,028 3	56,327 15 9	—	43,174 7 9	7,853 12 0	5,604 3 0
" Mowat	45,668 10 9	—	45,668 10 9	—	45,668 10 9	1,024 14 0	46,693 8 9	36,958 8 0	15 4 9	36,958 8	46,693 8 9	—	36,958 8 0	—	9,750 5 6
" Mowat	52,233 11 6	6,761 11 0	45,472 0 6	5,065 10 6	50,537 11 0	977 15 3	51,515 10 3	50,663 8 6	—	50,663 8	51,515 10 3	—	45,511 3 3	5,152 5 3	832 1 9
" Mowat	35,946 10 0	—	35,946 10 0	—	35,946 10 0	377 10 0	36,323 10 0	35,991 9 3	—	35,991 9	36,323 10 0	—	35,449 6 0	542 3 3	2,253 15 9
* Total of the Sarkar of Chunar	6,75,477 3 3	40,649 14 6	6,34,827 4 9	28,072 8 9	6,62,899 13 6	17,119 12 0	6,79,719 9 6	6,17,251 12 3	797 9 6	6,16,454 2	6,79,719 9 6	26,814 1 6	6,25,732 1 0	34,519 11 3	63,265 6 9

Fort William, the 3d October 1788.

N ^o 6.	1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
Names of the Pargannas.															
Hatche Gaireepoor	93,924 2 6	7,379 7 9	8,354 10 9	2,727 13 6	86,272 8 3	1,360 15 9	87,633	82,338 1 0	1,776 0 0	82,332 13 6	594 12 6	82,338 1 0	—	7,071 7 9	
Kareet Pollee and Mahomedabad	146,536 13 3	11,199 12 0	1,29,337 1 3	5,950 6 6	1,35,287 7 9	9,821 12 3	145,109	143,043 1 3	1,380 10 3	141,001 0 9	—	1,10,491 0 9	32,352 0 6	34,411 12 8	
Zamaneah	151,125 13 6	12,003 1 6	1,39,122 2 0	5,577 9 9	144,699 11 9	10,263 3 9	151,962 1 6	136,296 11 3	9,775 8 3	1,00,104 14 3	—	1,00,104 14 3	26,831 13 0	28,411 12 8	
Chowdh	96,592 13 4	23,182 5 6	73,410 8 0	3,441 3 3	76,851 11 3	11,579 14 6	88,431 19	74,342 3 9	346 6 3	73,410 8 0	15,591 0 9	74,342 3 9	—	14,335 12 3	
Kindah	39,609 14 9	—	39,609 14 9	—	39,609 14 9	—	39,609 14 9	32,735 11 3	96 5 6	32,735 11 3	12,859 3 9	32,735 11 3	—	6,970 9 0	
Khapoor	21,336 4 0	590 5 6	20,745 14 6	1,678 1 6	22,424 0 0	56 0 6	22,424 0 0	21,157 4 9	—	21,157 4 9	—	21,157 4 9	—	1,322 11 9	
Shahabad	77,047 10 3	4,713 9 9	72,334 0 6	4,576 2 9	76,910 13 9	6,223 0 0	78,503 13 9	82,249 12 9	3,451 4 6	78,503 13 9	—	62,893 0 6	19,350 6 9	4,773 8 0	
Panipower	71,115 0 0	5,049 4 0	65,165 12 0	2,076 1 9	68,141 13 9	—	68,141 13 9	62,632 15 9	1,028 6 3	61,713 11 0	8,482 0 3	62,632 15 9	—	6,537 4 8	
Zehabad	87,475 13 0	—	87,475 13 0	—	87,475 13 0	9,006 11 0	96,481 13 0	94,463 11 0	—	94,463 11 0	—	85,767 6 9	8,690 4 3	2,108 13 0	
Behlawa	33,385 4 0	—	33,385 4 0	—	33,385 4 0	2,123 13 0	35,509 0	34,927 0 3	272 11 0	34,927 0 3	—	28,377 10 0	6,549 6 3	854 11 9	
Sekanderpoor	15,417 14 9	13,669 1 9	14,078 3 0	6,732 14 3	14,766 1 3	13,869 6 0	16,153 0	13,750 11 6	1,352 15 3	13,750 11 6	2,337 13 0	13,750 11 6	—	25,375 11 0	
Kharced	133,364 15 9	16,806 14 9	116,558 1 0	3,915 2 6	120,473 3 6	12,072 12 6	133,446 0	123,719 2 0	2,023 3 0	121,696 10 6	—	1,00,097 10 6	23,611 7 6	11,758 1 0	
Bilelah	139,642 4 6	30,593 7 0	1,09,048 13 6	4,167 11 6	1,13,215 9 0	10,816 7 6	124,333 6	114,946 4 6	364 10 6	114,946 4 6	4453 11 3	114,946 4 6	—	9,754 6 6	
Gurahi or Guilah	32,447 0 6	5,888 15 3	26,558 1 3	393 10 3	26,951 11 3	2,708 14 3	29,690 9	27,736 12 9	210 14 9	27,736 12 9	1,708 4 6	27,736 12 9	—	2,164 11 6	
Delmar	102,333 9 3	2,038 9 3	8,195 0 0	7 0 0	8,202 0 0	881 10 6	9,083 1 6	8,804 14 0	48 9 0	8,804 14 0	—	8,690 8 6	114 5 6	337 5 6	
Kopah	6,456 0 0	1,865 12 6	5,590 6 3	6,925 14 9	6,515 5 0	6,227 0 6	7,173 6	66,533 8 3	875 9 6	65,658 11 9	61,732 13 3	61,732 13 3	4,811 0 0	6,885 6 9	
Cheethurpoor	10,002 0 0	—	10,002 0 0	—	10,002 0 0	—	10,002 0 0	8,502 0 0	—	8,502 0 0	—	8,502 0 0	—	1,500 0 0	
Laukuff	20,501 0 0	—	20,501 0 0	—	20,501 0 0	—	20,501 0 0	18,921 0 0	—	18,921 0 0	—	18,921 0 0	—	1,600 0 0	
Syelpoor	20,724 11 0	—	20,724 11 0	—	20,724 11 0	—	20,724 11 0	20,724 11 0	—	20,724 11 0	—	20,724 11 0	—	—	
Total of the Ghazepoor Sircar	13,90,967 15 3	1,35,900 10 6	12,55,067 4 9	49,499 12 3	13,20,150 7 1	98,007 7 0	14,02,574 10	12,91,502 9 0	23,606 2 0	12,68,956 7 0	12,15,113 8 6	40,026 14 0	11,69,086 10 6	1,22,475 14 6	1,34,018 1 0
Sircar Jaunpoor.															
Hatche Jaunpoor	16,128 7 9	3,203 6 9	1,61,025 1 0	1,509 6 6	1,62,534 7 6	2,209 14 6	1,64,744 0	1,60,913 0 3	5413 7 9	1,55,499 8 6	1,60,512 12 6	4,599 12 3	1,55,013 0 3	5,000 0 0	9,244 13 6
Rane	7,107 5 0	66 9 9	74,340 11 3	622 11 6	74,963 6 9	569 14 6	75,533 3	74,150 15 6	925 5 0	73,425 10 6	71,750 3 6	—	71,750 3 6	2,100 12 0	2,307 10 9
Angahy	77,014 13 0	781 11 6	76,233 1 6	1,537 12 3	77,770 13 9	1,299 15 6	70,070 3	75,410 4 9	751 0 9	74,659 4 0	70,418 12 6	—	70,418 12 6	4,071 8 3	4,411 9 8
Zahabad	15,703 7 3	4 10 0	15,698 13 3	123 10 9	15,822 8 0	—	15,822 0	15,277 15 6	—	15,277 15 6	15,314 5 6	36 6 0	15,277 15 6	—	544 8 6
Machaboo	1,88,066 0 0	—	1,88,066 0 0	—	1,88,066 0 0	1,339 5 3	1,89,405 3	1,77,336 5 9	—	1,77,336 5 9	1,50,483 4 3	—	1,50,483 4 3	21,813 1 6	17,078 15 8
Gopahpoor	60,773 15 0	—	60,773 15 0	161 15 6	60,935 14 6	935 13 0	61,871 1 6	61,550 13 0	462 2 3	61,838 10 9	60,031 14 6	—	60,031 14 6	1,518 11 6	783 0 0
Priluty	83,261 9 3	6,720 12 6	76,540 12 9	—	76,540 12 9	582 7 0	77,123 9	73,618 8 6	725 11 6	72,891 13 0	76,204 2 3	2,587 9 9	73,618 8 6	—	4,230 6 6
Mongrah	1,08,164 13 9	1,587 4 0	1,06,577 9 9	2,230 7 6	1,08,808 1 3	3,774 4 0	1,12,582 3	1,08,940 2 9	—	1,08,940 2 9	1,05,341 9 0	—	1,05,341 9 0	3,598 9 9	3,642 2 0
Guramah	1,10,582 15 6	—	1,10,582 15 6	—	1,10,582 15 6	8430 4 3	1,10,213 9	1,16,965 6 3	—	1,16,965 6 3	1,12,836 8 3	—	1,12,836 8 3	4,128 14 0	2,047 13 0
Bahadur	29,461 14 0	—	29,461 14 0	—	29,461 14 0	1,070 12 0	31,132 1 0	28,955 1 6	424 8 3	28,955 1 6	36,991 0 3	8,435 14 9	28,955 1 6	400 0 0	2,602 0 0
Kola Allah	1,00,701 8 0	3,839 10 0	96,861 14 0	3,006 6 9	99,868 14 9	867 15 6	1,00,736 3	98,250 4 6	—	98,250 4 6	97,893 3 9	—	97,893 3 9	357 0 9	2,485 13 1
Kareet Doff	24,044 2 0	2,163 2 9	21,880 15 3	—	21,880 15 3	89 12 0	21,970 1 3	20,495 15 9	281 1 0	21,214 14 0	23,497 7 6	3,001 7 9	20,495 15 9	—	1,755 13 1
Kareet Mahab	9,006 14 0	—	9,006 14 0	—	9,006 14 0	—	9,006 14 0	8,434 3 9	73 6 9	8,434 3 9	1,567 10 3	—	8,434 3 9	—	646 1 1
Karakot	1,18,611 2 6	—	1,18,611 2 6	—	1,18,611 2 6	1,076 4 3	1,19,887 9	1,17,021 15 6	—	1,17,021 15 6	1,16,168 7 0	—	1,16,168 7 0	853 8 6	2,865 7 0
Chowdah	82,310 12 0	1,929 0 0	80,381 12 0	821 0 0	81,202 12 0	1,665 9 0	82,868 0	76,956 7 9	—	76,956 7 9	75,532 12 0	—	75,532 12 0	1,423 11 9	5,911 13 1
Sagranow	21,200 0 0	—	21,200 0 0	—	21,200 0 0	—	21,200 0 0	20,140 0 0	—	20,140 0 0	—	—	20,140 0 0	—	1,060 0 0
Total of Jaunpoor Sircar	12,97,539 11 0	20,296 3 3	12,47,243 7 9	10,013 6 9	12,57,356 14 6	24,712 2 9	12,81,969 1 3	12,29,407 9 0	9,056 12 0	12,20,350 13 0	12,01,020 4 9	20,028 12 9	11,81,891 8 0	47,516 1 0	61,618 4 0

" Fort William, the 3d October 1788.

N ^o 6.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
" Names of the Pargannahs.															
" Sarkar of Tehar.															
Kuntel - -	277,928 6 6	1,228 6 -	2,76,700 - 6	9,236 15 3	2,85,936 15 9	—	2,85,936 15 9	2,72,807 2 3	—	2,72,807 2 3	2,75,345 1 6	—	2,75,345 1 6	2,462 - 9	13,129 13 0
Sulata Ghur - -	22,138 10 -	5,922 - -	16,216 10 -	—	16,216 10 -	—	16,216 10 -	16,216 10 -	—	16,216 10 -	22,138 10 -	5,922 - -	16,216 10 -	—	—
" Total of the Sarkar of Tehar	3,00,067 0 6	7,150 6 -	2,92,916 10 6	9,236 15 3	3,02,153 9 9	—	3,02,153 9 9	2,89,023 12 3	—	2,89,023 12 3	2,97,483 11 6	5,922 - -	2,86,561 11 6	2,462 - 9	13,129 13 6
" Sarkar of Allahabad Budgee according to the Sukder Jumma and, after deducting the Amount of the Rajah's Jaghoor, the Canongue Re- ceiv'd of which have not been received - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—

" ABSTRACT.															
" Sarkar of Benares	6,51,157 14 -	1,7,620 6 6	6,43,487 7 6	22,118 13 6	6,53,676 5 -	9,597 14 9	6,73,274 3 9	6,29,386 7 -	652 6 3	6,28,734 - 9	6,17,910 10 9	12,471 6 -	6,05,469 4 9	23,917 2 3	44,540 3 4
" Dero of Chunar	6,75,177 3 3	49,649 14 6	6,24,527 4 9	28,072 8 9	6,62,599 13 6	17,119 12 -	6,79,719 9 6	6,17,251 12 3	797 9 6	6,16,451 2 9	6,09,576 2 6	26,844 1 6	5,82,732 1 -	34,519 11 3	63,265 6 9
" Dero of Canongue	13,99,967 15 3	1,35,920 10 6	12,55,267 4 9	49,499 12 3	13,04,567 1 -	98,007 7 -	14,02,574 8 -	12,91,562 9 -	23,026 2 -	12,68,556 7 -	12,45,113 8 6	49,026 14 -	11,9,086 10 6	1,22,475 14 6	1,34,018 1 -
" Dero of Jampur	13,67,539 11 -	29,296 3 3	12,17,243 7 9	10,013 6 9	12,57,256 14 6	24,712 2 9	12,81,969 1 3	12,29,447 9 -	9,056 12 -	12,29,350 13 -	12,4,022 4 9	20,228 12 9	11,21,891 8 -	47,516 1 -	61,518 4 3
" Dero of Tehar	3,00,067 - 6	7,150 6 -	2,92,916 10 6	9,236 15 3	3,02,153 9 9	—	3,02,153 9 9	2,89,023 12 3	—	2,89,023 12 3	2,97,483 11 6	5,922 - -	2,86,561 11 6	2,462 - 9	13,129 13 6
" Dero of Allahabad	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—
" Total Report	44,77,518 12 -	2,21,617 8 9	42,48,901 3 3	1,17,011 8 6	43,65,012 11 9	1,49,137 4 6	45,15,350 - 3	42,32,291 1 6	33,512 13 9	41,98,778 3 9	41,12,793 6 -	1,11,293 2 -	4,01,400 3 9	2,23,917 13 9	3,16,571 12 6

" Benares,

" the 12th September 1788.

" E. E.

" Jonⁿ Duncan, Resident.

Fort William, the 3d October 1788.

"Mofuffil Jumma Waffil Baukee of the Mihals of the Zemindary of Benares for 1191 Fufflee, specifying the Decrease and Increase of the Jumma of the respective Mehals in 1191 from those of 1190 Fufflee; as also the Decrease and Increase of the Grofs Collections of 1191 from those of 1190, &c. &c.; the Whole being extracted from the Records of the Canongoes.

* Names of the Purgunnahs.	Nº 1. Affil Jumma of 1190.	2. Kumree, or Decrease of y Affil Jumma of 1190 in 1191.	3. Baukee, or Balance.	4. Eruffa, or Increase in 1191.	5. Jumla Mal, or Total of the Land Revenue in 1191.	6. Aboaba of 1191.	7. Total of the Mal, or Land Revenue, of the Aboaba of 1191.	8. Waffil Kham, or Grofs Collec- tions in 1191.	9. Michahie Batta, or Deduction made by the Aund from the Colle. & amount to be paid for Buia in Juffiahy and Cor- thie Rupees, &c. &c.	10. Waffil Kham, or Net Collec- tions in 1190.	11. Waffil Kham, or Grofs Collec- tions of 1190.	12. Decrease of the Grofs Collec- tions of 1191 from those of 1190.	13. Baukee of Baukee. The Balance being added to the Baukee, or In- crease, in the next Column, will be the Grofs Collections of 1191, as per Co- lumn, No. 8, and it added to the Kumree, or Decrease, No. 2, will exhibit the Grofs Collections of 1190 as per Column, No. 11.	14. Bednee, or In- crease of 1191 beyond the A- mount collect- ed in 1190.	15. Bednee Jum- ma, or Balance of the Mofuffil Jumma.
" Sirkar of Benares.															
" Havelee Benares, viz.															
1st, Tuckere Talook	26,166 4 9	1,156 5 0	25,009 15 9	11 11 6	25,021 11 3	—	25,021 11 3	24,256 6 0	—	24,256 6 0	23,877 8 0	—	23,877 8 0	378 14 0	765 5 3
2d, Chitay poor Do.	11,887 14 6	77 12 0	11,810 2 6	110 0 0	11,920 2 6	—	11,920 2 6	10,584 5 6	—	10,584 5 6	11,345 7 6	761 2 0	10,584 5 6	—	1,335 13 0
3d, Jalloppoor	31,673 5 6	714 3 4	30,959 2 0	1,735 10 9	32,694 12 9	—	32,694 12 9	29,943 8 9	—	29,943 8 9	29,151 13 6	—	29,151 13 6	791 11 3	2,751 4 0
Shempoor	39,967 14 0	906 4 9	39,061 9 3	1,335 4 9	40,396 14 0	—	40,396 14 0	40,181 9 9	—	40,181 9 9	38,733 3 3	—	38,733 3 3	1,448 6 6	215 4 3
Lloptah	25,036 9 0	1,424 2 6	23,612 6 6	1,563 3 0	25,175 9 6	—	25,175 9 6	23,001 3 6	—	23,001 3 6	23,509 7 3	508 3 9	23,001 3 6	—	2,174 6 0
Kulwar	1,04,046 1 6	1,015 10 6	1,03,030 7 0	2,365 10 9	1,05,396 1 9	501 3 6	1,05,897 5 3	1,04,324 10 3	851 4 3	1,03,477 6 0	98,730 4 9	—	98,730 4 9	5,594 5 6	2,423 15 3
Kurownah	67,130 4 3	1,516 7 0	65,613 13 3	1,673 5 9	67,287 13 0	419 13 6	67,707 0 6	60,030 11 6	—	60,030 11 6	63,294 12 3	3,264 0 9	60,030 11 6	—	7,676 5 0
Juckee (Talook of)	14,551 10 9	—	14,551 10 9	—	14,551 10 9	854 4 0	15,405 14 9	14,948 10 3	—	14,948 10 3	14,803 5 6	—	14,803 5 6	55 4 9	457 4 6
Mijwah	71,899 8 0	1,254 4 9	70,645 3 3	13,043 14 6	83,689 1 9	1,204 11 6	84,893 13 3	84,503 4 6	—	84,503 4 6	69,071 11 6	—	69,071 11 6	13,431 9 0	2,390 8 9
Kutcher	98,067 4 0	1,841 8 9	96,225 11 3	16,760 7 0	1,12,986 2 3	—	1,12,986 2 3	1,09,747 10 6	—	1,09,747 10 6	97,391 3 6	—	97,391 3 6	11,856 7 0	3,238 7 9
Afrail	9,803 0 0	—	9,803 0 0	—	9,803 0 0	—	9,803 0 0	9,803 0 0	—	9,803 0 0	9,803 0 0	—	9,803 0 0	—	—
Agawan	63,845 3 6	4,462 12 3	59,382 7 3	2,084 12 3	61,467 3 6	256 9 6	61,723 13 0	59,852 5 6	—	59,852 5 6	57,349 11 6	—	57,349 11 6	2,502 10 0	1,871 7 6
Blakch	48,043 7 6	50 0 0	47,993 7 6	1,604 15 3	49,598 6 9	2,037 8 3	51,635 15 0	50,379 0 6	—	50,379 0 6	51,169 10 0	790 9 6	50,379 0 6	—	1,266 14 6
Pandah	50,472 8 0	—	50,472 8 0	7,583 3 0	58,055 1 0	1,804 2 6	59,859 13 6	59,031 13 6	—	59,031 13 6	40,215 4 6	—	40,215 4 6	18,316 9 0	818 0 0
Total of the Sirkar of Benares	6,62,590 15 3	14,419 7 0	6,48,171 8 3	49,872 2 6	6,98,043 10 9	7,078 4 9	7,05,121 15 6	6,78,338 4 0	851 4 3	6,77,738 15 3	6,29,036 7 0	5,324 0 0	6,23,712 7 0	54,875 13 0	27,384 15 9
" Sirkar of Chunar.															
Juckee Chunar	44,823 14 9	—	44,823 14 9	—	44,823 14 9	3,718 3 3	48,542 2 0	39,283 3 6	—	39,283 3 6	41,783 0 6	2,499 13 0	39,283 3 6	—	9,258 11 6
Juggahit	32,012 7 3	1,691 4 3	30,321 3 0	1,263 7 6	31,584 10 6	3,408 4 9	34,992 15 3	27,309 0 3	—	27,309 0 3	33,430 2 6	4,821 2 3	27,309 0 3	—	7,683 15 0
Jalloppoor	31,765 7 6	2,731 15 3	29,033 8 3	10 0 0	29,043 8 3	866 8 9	29,910 1 0	25,133 4 3	256 13 3	24,876 7 0	30,585 14 6	13,252 10 3	25,133 4 3	—	5,033 10 0
Juckee	68,369 0 0	4,505 0 0	63,864 0 0	8,716 0 0	72,580 0 0	1,000 1 0	73,580 1 0	65,692 10 0	—	65,692 10 0	53,452 15 6	—	53,452 15 6	12,539 10 6	7,887 7 0
goury Barhur	54,976 0 0	7,066 0 0	47,910 0 0	6,640 0 0	54,550 0 0	1,775 13 6	56,325 13 6	48,268 4 3	—	48,268 4 3	55,837 8 9	7,569 4 6	48,268 4 3	—	7,987 9 3
g-Chur	12,052 0 0	3,636 0 0	8,416 0 0	1,224 0 0	9,640 0 0	695 3 6	10,335 10 6	7,255 7 6	—	7,255 7 6	15,456 1 9	6,710 3 0	7,255 7 6	—	3,079 12 0
hurrenra	15,912 13 0	814 11 0	15,098 2 0	740 1 9	15,838 3 9	—	15,838 3 9	14,032 2 9	—	14,032 2 9	15,128 11 6	3,096 8 9	14,032 2 9	—	1,806 1 0
oway	24,105 0 0	1,157 13 9	22,947 2 3	953 10 0	23,900 12 3	1 0	23,901 12 3	15,590 5 6	—	15,590 5 6	21,323 13 3	5,733 7 9	15,590 5 6	—	8,311 6 9
owary	32,426 8 0	1,317 0 0	31,108 8 0	1,430 3 9	32,538 11 9	965 9 6	33,504 5 3	29,079 1 3	—	29,079 1 3	30,048 3 3	—	29,079 1 3	—	4,425 4 0
oreat	80,997 1 6	1,776 2 6	79,220 15 0	1,466 7 6	80,686 12 6	—	82,152 12 6	74,492 9 0	—	74,492 9 0	72,138 5 6	—	72,138 5 6	12,354 3 6	9,194 13 6
rawil	35,531 0 9	1,979 11 0	33,551 5 9	8,850 15 0	42,401 4 9	1,136 12 0	43,537 12 0	40,085 10 3	111 0 0	39,974 10 3	32,287 9 3	6,519 4 3	39,974 10 3	—	4,568 10 3
rawil	34,037 11 6	4,240 9 0	29,797 2 6	416 11 3	30,213 13 6	272 14 9	30,485 12 6	25,918 2 3	—	25,918 2 3	31,437 8 6	—	25,918 2 3	—	8,088 14 3
rawil	51,130 15 3	5,150 7 3	45,980 8 0	16,843 9 6	62,823 15 3	2,512 12 0	65,335 15 3	59,777 15 3	—	59,777 15 3	51,028 3 9	—	51,028 3 9	73 8 6	14,414 14 8
rawil	45,350 3 9	1,206 2 3	44,144 1 6	6,105 10 3	50,249 11 9	1,287 3 3	51,536 15 0	37,032 0 6	—	37,032 0 6	39,058 8 0	—	37,032 0 6	—	3,614 5 9
rawil	50,561 14 6	901 4 6	49,660 10 6	16,333 12 0	65,994 6 0	400 0 0	66,394 6 0	62,780 0 3	—	62,780 0 3	35,663 8 6	—	62,780 0 3	—	806 6 3
rawil	37,100 4 0	257 0 0	36,843 4 0	2,683 0 0	39,526 13 0	531 5 9	40,058 2 9	39,251 12 6	—	39,251 12 6	35,991 9 3	—	39,251 12 6	—	—
Total of the Sirkar of Chunar	6,54,081 5 9	38,811 0 9	6,15,270 5 0	86,678 1 6	7,01,948 6 6	18,401 12 0	7,20,350 2 6	6,20,981 9 3	367 13 3	6,20,613 12 0	6,17,251 12 3	51,162 1 0	6,16,789 11 3	54,891 14 0	99,736 6 6

Fort William, the 3d October 1788.

N ^o 7.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
Names of the Purgunnahs.															
Sukar of Gauzeepoor.															
Havlee Gauzeepoor	86,272 8 3	2,383 3 9	83,889 4 6	3,090 10 9	86,979 15 3	3,806 6 9	90,786 6 0	84,421 13 0	1,133 9 6	83,288 1 0	83,338 1 0	→	82,338 1 0	2,083 12 0	7,498 2 6
Maloonetabab	1,32,388 10 0	6,315 5 3	1,26,073 4 9	21,830 8 9	1,47,903 13 6	6,492 10 9	1,54,396 8 3	1,46,064 3 6	1,732 8 9	1,44,331 10 9	1,43,043 1 3	→	1,43,043 1 3	3,021 2 3	10,064 13 6
Zemanoh	1,44,699 14 0	18,618 5 0	1,26,081 9 0	24,329 11 3	1,50,411 4 3	12,318 12 0	1,62,730 0 3	1,52,694 10 6	10,835 13 6	1,41,858 13 6	1,36,298 11 3	→	1,36,298 11 3	16,397 15 3	23,871 3 3
Chowdah	76,851 11 3	9,790 0 3	67,061 11 0	10,774 9 9	77,836 4 9	11,394 12 3	89,231 1 0	66,801 15 0	8 7 0	66,793 8 0	74,342 3 9	7,540 4 9	→	66,801 15 0	22,437 9 0
Kandah	38,508 10 0	700 9 0	37,808 1 0	25,932 9 9	63,740 10 9	35 1 0	63,775 11 9	62,308 7 3	121 1 6	62,187 5 0	34,735 11 3	→	34,735 11 3	29,572 12 0	1,588 6 0
Kharpoor	22,424 0 0	→	22,424 0 0	1,046 0 0	23,470 0 0	58 9 9	23,528 9 9	22,526 1 6	→	22,526 1 6	21,157 4 9	→	21,157 4 9	1,368 12 9	1,002 8 3
Shahdai	75,898 1 3	612 14 9	75,285 2 6	8,595 9 6	83,880 12 0	6,236 0 0	90,116 12 0	87,556 3 6	3,442 2 6	84,114 1 0	82,449 12 9	→	82,449 12 9	5,306 6 9	6,002 11 0
Pachowter	68,580 3 0	2,519 9 9	66,060 9 3	10,080 2 3	76,140 11 6	→	76,140 11 6	67,502 15 3	1,605 12 6	65,897 2 9	64,552 8 0	→	64,552 8 0	2,050 7 3	10,243 8 9
Zehoonabad	95,294 7 3	4,956 1 6	90,338 5 9	3,771 14 6	94,110 4 3	→	94,110 4 3	92,207 13 9	→	92,207 13 9	94,463 11 0	2,255 13 3	→	92,207 13 9	1,902 6 6
Behlwan	35,629 1 0	1,285 14 3	34,343 2 9	4,546 12 9	38,889 15 6	→	38,889 15 6	36,528 6 9	387 3 3	36,141 1 6	36,027 0 3	→	36,027 0 3	1,601 6 6	2,748 12 0
Selunderpoor	1,47,661 1 3	6,718 1 9	1,40,942 15 6	12,958 0 6	1,53,901 0 0	→	1,53,901 0 0	1,19,261 10 9	1,717 10 9	1,17,544 0 0	1,07,507 11 6	18,246 0 9	→	1,19,261 10 9	36,357 0 0
Kimrod	1,30,471 3 6	4,030 8 0	1,26,440 11 6	24,834 11 0	1,51,275 6 6	17,855 7 6	1,69,130 14 0	1,44,334 13 0	2,606 0 0	1,41,728 13 0	1,23,719 2 0	→	1,23,719 2 0	26,615 11 0	27,402 1 9
Bulkeah	1,22,896 6 0	7,632 1 6	1,15,264 4 6	22,563 0 9	1,37,827 5 3	6,751 8 3	1,44,578 13 6	1,38,020 8 3	5,125 6 0	1,32,895 2 3	1,07,508 13 6	→	1,07,508 13 6	30,511 10 9	11,683 11 3
Gurah	26,981 11 6	1,407 13 0	25,573 14 6	4,113 6 9	29,087 5 3	1,625 0 9	31,312 6 0	28,851 2 6	166 15 9	28,684 1 9	27,736 12 9	→	27,736 12 9	1,114 5 9	2,628 3 3
Delamah	8,172 0 0	180 1 0	7,991 15 0	1,436 4 3	9,428 3 3	668 11 9	10,096 15 0	9,699 10 9	88 11 6	9,610 15 3	8,324 14 0	→	8,324 14 0	894 12 9	485 15 9
Kopah	65,519 5 0	4,184 2 6	61,335 2 6	8,024 12 9	69,359 15 3	6,738 0 3	76,097 15 6	73,345 3 9	1,318 1 0	74,027 1 9	66,533 8 3	→	66,533 8 3	8,811 11 6	2,070 12 9
Luckweller	20,501 0 0	→	20,501 0 0	→	20,501 0 0	→	20,501 0 0	18,901 0 0	→	18,901 0 0	18,901 0 0	→	18,901 0 0	→	1,600 0 0
Chethanpoor	10,002 0 0	→	10,002 0 0	→	10,002 0 0	→	10,002 0 0	8,502 0 0	→	8,502 0 0	8,502 0 0	→	8,502 0 0	→	1,500 0 0
Syolpoor	20,724 11 0	→	20,724 11 0	→	20,724 11 0	→	20,724 11 0	20,724 11 0	→	20,724 11 0	20,724 11 0	→	20,724 11 0	→	→
Total of the Sukar of Gauzeepoor	13,29,476 8 3	71,334 11 3	12,58,141 13 0	1,87,928 13 3	14,46,070 10 3	73,091 1 0	15,20,051 11 3	13,82,253 6 0	30,289 7 6	13,51,963 14 6	12,56,044 10 3	28,042 2 9	→	12,58,022 7 6	1,24,250 14 6
Sukar of Jaunpoor.															
Havlee Jaunpoor	1,56,355 0 3	477 13 0	1,55,877 3 3	3,959 8 9	1,59,836 12 0	1,517 5 3	1,61,354 1 3	1,61,559 4 0	4,967 6 9	1,56,591 11 3	1,55,913 0 3	→	1,55,913 0 3	5,646 3 9	4,762 4 0
Ran	89,087 6 3	9 11 0	89,077 11 3	682 5 3	89,760 0 6	688 1 3	90,448 1 9	87,268 2 9	905 8 6	86,302 12 3	74,150 15 6	→	74,150 15 6	13,117 3 3	4,145 7 6
Agwale	78,472 10 6	2,024 10 0	76,448 0 6	2,620 9 6	79,068 10 0	1,254 5 6	80,322 15 6	76,735 9 0	1,582 7 3	75,153 1 9	74,110 4 9	→	75,410 4 9	1,335 4 3	5,169 13 9
Asfiah	17,875 15 0	8 2 9	17,867 12 3	53 4 6	17,921 0 9	→	17,921 0 9	16,720 15 6	→	16,720 15 6	15,277 15 6	→	15,277 15 6	1,443 0 0	1,200 1 3
Mercadnoo	1,88,066 0 0	4,309 3 9	1,83,756 12 3	3,366 1 0	1,87,122 13 3	1,818 9 6	1,88,941 8 9	1,65,354 12 6	→	1,65,354 12 6	1,72,326 5 9	6,971 9 3	→	1,65,354 12 6	23,586 10 3
Aspawnee	60,935 14 6	1,150 9 6	59,785 5 0	2,373 8 9	62,158 13 9	935 13 0	63,094 10 9	61,550 13 0	462 2 3	61,088 10 9	61,550 13 0	→	61,550 13 0	→	2,006 0 0
Zofatty	76,540 12 6	→	76,540 12 6	→	76,540 12 6	582 7 0	77,123 3 6	70,618 8 6	725 11 6	69,892 12 0	73,618 8 6	3,000 0 0	→	70,618 8 6	7,230 6 6
Mangrah	1,04,559 0 3	→	1,04,559 0 3	5,576 9 6	1,10,135 9 9	10,000 0 0	1,20,135 9 9	1,07,846 3 6	→	1,07,846 3 6	1,07,846 3 6	1,098 15 3	→	1,07,846 3 6	12,289 6 3
Gorwah	1,14,702 15 6	890 12 9	1,13,812 2 9	5,391 8 6	1,19,203 11 3	24,527 11 0	1,43,731 6 3	1,42,000 12 3	608 3 3	1,41,892 9 0	1,16,965 6 3	→	1,16,965 6 3	25,035 6 0	2,338 12 3
Balidhul	29,461 14 0	→	29,461 14 0	2,975 8 9	32,435 6 9	1,808 11 9	33,544 2 6	32,534 14 6	934 14 3	31,600 0 3	28,955 1 6	→	28,955 1 6	3,579 13 0	1,944 2 3
Folah Allah	95,539 5 6	1,955 2 6	93,584 3 0	4,216 5 9	97,800 8 9	3,595 11 9	1,01,396 4 6	95,586 5 0	→	95,586 5 0	98,350 4 6	2,663 15 0	→	95,586 5 0	5,809 15 6
Kumrat Duff	21,880 15 3	1,692 8 6	20,188 6 9	61 0 0	20,249 6 9	89 12 0	20,339 2 9	20,495 15 9	281 1 9	20,214 14 0	20,495 15 9	→	20,495 15 9	→	124 4 9
Kumrat Malah	14,742 12 6	12 5 3	14,730 7 3	73 8 3	14,803 15 6	206 9 0	15,010 8 6	14,930 11 0	476 8 6	14,454 2 6	14,702 13 3	→	14,702 13 3	8,434 3 9	6,496 7 3
Kerak	86,532 10 6	1,177 2 6	85,355 8 0	24,987 5 3	1,13,342 13 3	1,017 3 6	1,11,360 0 9	1,09,214 2 3	→	1,09,214 2 3	1,17,021 15 6	7,807 13 3	→	1,09,214 2 3	2,145 14 6
Chidmah	81,202 13 0	1,238 13 6	79,963 15 6	2,674 9 3	82,638 8 9	1,357 13 6	83,996 6 3	74,420 13 0	→	74,420 13 0	76,956 7 9	2,535 10 9	→	74,420 13 0	9,575 9 3
Singamow (Talook of)	21,200 0 0	→	21,200 0 0	→	21,200 0 0	→	21,200 0 0	20,140 0 0	→	20,140 0 0	20,140 0 0	→	20,140 0 0	→	1,060 0 0
Total of the Jaunpoor Sukar	12,37,150 1 6	14,946 15 0	12,22,209 2 6	59,009 13 0	12,81,218 15 6	48,700 2 0	13,29,919 1 6	12,56,977 14 6	11,004 0 0	12,45,973 14 6	12,24,407 9 0	24,073 0 0	→	12,00,334 9 0	56,643 5 6

" Fort William, the 3d October 1788.

N ^o 7.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
" Names of the Pargannahs.															
" Sirkar of Terhar.															
" Kuntal - -	2,85,936 15 6	2,109 6 3	2,83,827 9 6	19,724 4 -	3,03,551 13 6	922 9 3	3,04,474 6 9	2,85,091 3 3	—	2,58,091 3 3	2,72,807 2 3	—	2,72,807 2 3	12,284 1 -	19,383 3 6
" Subtefs Ghar - -	20,216 10 -	3,799 4 -	16,417 6 -	111 8 3	16,528 14 3	—	16,528 14 3	16,528 14 3	—	16,521 14 3	16,216 10 -	—	16,216 10 -	312 4 3	—
" Total of the Sirkar of Terhar	3,06,153 9 9	5,908 10 3	3,00,244 15 6	19,835 12 3	3,20,080 11 9	922 9 3	3,21,003 5 -	3,01,620 1 6	—	3,01,620 1 6	2,89,023 12 3	—	2,89,023 12 3	12,596 5 3	19,383 3 6
" Sirkar of Allahabad.															
" Balance according to the Sud- dar Jumma (after deducting the Amount of the Rajah's Jaguer), the Canongoe Re- cords of which have not been received - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	—	—

" ABSTRACT.															
" Sirkar of Benares -	6,62,590 15 8	14,419 7 -	6,48,171 8 3	49,872 2 6	6,98,043 10 9	7,078 4 9	7,09,121 15 6	6,78,588 4 -	851 4 3	6,77,736 15 9	6,29,076 7 -	5,324 2 -	6,23,712 7 -	54,875 13 -	27,384 15 9
" Ditto of Chunar -	6,54,081 5 9	3,811 - 9	6,15,270 5 -	86,678 1 6	7,01,948 6 6	18,401 12 -	7,80,350 2 6	6,20,981 9 3	367 13 3	6,20,617 12 -	6,17,551 12 3	51,162 1 -	5,66,189 11 3	54,891 14 -	99,736 6 6
" Ditto of Gazeepoor -	15,29,476 8 3	71,334 11 3	12,58,141 13 -	1,87,928 13 3	14,46,070 10 3	73,981 1 -	15,20,051 11 3	13,82,253 6 -	30,289 7 6	13,51,965 14 6	12,86,044 10 3	28,042 2 9	12,58,002 7 6	1,24,250 14 6	1,68,087 12 9
" Ditto of Jaunpur -	12,37,156 1 6	14,946 15 -	12,22,209 2 6	59,009 13 -	12,81,218 15 6	48,700 2 -	13,29,919 1 6	12,56,977 14 6	11,004 -	12,45,973 14 6	12,24,407 9 -	24,073 -	12,00,334 9 -	56,643 5 6	83,945 3 -
" Ditto of Terhar -	3,06,153 9 9	5,908 10 3	3,00,244 15 6	19,835 12 3	3,20,080 11 9	922 9 3	3,21,003 5 -	3,01,620 1 6	—	3,01,620 1 6	2,89,023 12 3	—	2,89,023 12 3	12,596 5 3	19,383 3 6
" Ditto of Allahabad -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—
" Total Rupees - -	43,65,117 8 6	1,45,420 12 3	42,19,696 12 3	4,03,324 10 6	46,23,021 6 9	1,49,083 13 -	47,72,105 3 9	44,16,080 3 3	42,512 9 -	43,73,567 10 3	42,21,423 2 9	1,08,601 3 9	41,12,821 15 -	3,03,258 4 3	3,98,537 9 6

" Benares,
" the 12th September 1788.

(Signed) " John Duncan, Resident.

" Fort William, the 3d October 1783.

" Mofuffil Jumma Waffil Baukee of the Mihals of the Zemindarry of Benares for 1192 Fuffily, specifying the Decrease and Increase of the Jummahs of the respective Mihals in 1192 from those of 1191 Fuffilee; as also the Decrease and Increase of the Grofs Collections of 1192 from those of 1191, &c. &c.; the Whole being extracted from the Records of the Canongoes.

Names of the Pargunnahs.	N ^o 1. Affil Jumma of 1191.	2. Kumtee, or Decrease of y ^e Affil Jumma of 1191 in 1192.	3. Baukee, in Balance.	4. Ezaffi, or Increase in 1192.	5. Jumla Mal, or Total of the Land Revenue in 1192.	6. Aboots of 1192.	7. Total of the Mal, or Land Revenue, of the Aboots of 1192.	8. Waffil Kham, or Grofs Collec- tions in 1192.	9. Winfaher Batta, or Deductions made y ^e the Annals from the Collectible Ryots for Batta in Fuffily and Cur- the Rupees, &c. &c.	10. Waffil Kham, or Grofs Collec- tions in 1191.	11. Decrease of the Grofs Collec- tions of 1192 from those of 1191.	12. Baukee or Batta, or This being added to the Batta, or in- crease, in the next Column, will show the Grofs Collec- tions of 1192, as per Column No. 8, and if added to the same, it will show the Grofs Collections of 1191, as per Column No. 10.	13. Belhie, or In- crease of 1192 from the Aboots collected in 1191.	14. Baukee Jum- mah, or Balance of the Mofuffil Jumma.
" Sarkar of Benares.														
" Haveli Benares, viz.														
1st, Talook of Tickeree -	25,021 11 3	389 7 9	24,632 3 6	797 8 6	25,429 12 0	—	25,429 12 0	24,697 1 0	—	24,697 1 0	—	24,697 1 0	—	1,332 11 0
2d, Talook of Chittayepoor -	11,975 8 6	238 4 6	11,737 4 0	89 0 0	11,826 4 0	—	11,826 4 0	11,712 14 0	—	11,712 14 0	—	11,712 14 0	—	113 6 0
3d, D ^r of Jullapoor -	33,127 5 3	781 3 8	32,346 1 9	745 7 9	33,091 9 6	—	33,091 9 6	31,858 9 0	—	31,858 9 0	—	31,858 9 0	—	954 4 0
4 Shempoor -	38,284 1 0	1,165 5 0	37,098 12 0	1,664 2 6	38,762 4 6	372 0 9	38,762 4 6	37,580 11 3	—	37,580 11 3	—	37,580 11 3	—	489 11 9
5 Lalohi -	28,644 6 6	1,347 0 9	27,297 5 9	1,349 9 9	28,646 15 6	—	28,646 15 6	28,157 3 9	—	28,157 3 9	—	28,157 3 9	—	503 8 3
6 Kufwar -	1,07,791 0 6	1,860 14 0	1,05,930 2 6	1,00 11 0	1,06,030 13 6	1,633 10 0	1,07,664 7 6	1,03,486 4 0	860 4 9	1,04,346 10 3	838 6 3	1,05,184 6 0	—	1,243 6 0
7 Karwanah -	67,287 3 0	3,183 13 3	64,103 5 9	416 2 0	64,519 7 9	663 0 6	65,182 8 9	64,247 7 9	308 5 6	64,555 11 6	—	64,555 11 6	—	538 5 0
8 Jakenee -	14,551 10 9	—	14,551 10 9	135 4 0	14,686 14 9	863 0 0	15,549 15 3	15,011 15 3	—	15,011 15 3	—	15,011 15 3	—	3488 0 3
9 Maywah -	83,689 10 9	11,027 1 9	72,662 9 0	985 7 0	73,647 0 0	55 0 0	73,702 2 0	72,023 1 9	—	72,023 1 9	—	72,023 1 9	—	10,881 7 0
10 Kurcher -	1,11,783 0 0	6,205 1 9	1,05,577 14 3	6,509 2 0	1,12,087 0 3	636 0 0	1,12,723 11 9	1,02,042 4 9	—	1,02,042 4 9	—	1,02,042 4 9	—	2,701 0 0
11 Alwad -	9,803 0 0	—	9,803 0 0	—	9,803 0 0	—	9,803 0 0	7,102 0 0	—	7,102 0 0	—	7,102 0 0	—	2,593 9 0
12 Hindooah -	61,467 3 6	1,288 1 9	60,178 10 3	3,260 11 3	63,439 5 6	692 13 9	64,132 3 3	62,455 14 6	—	62,455 14 6	—	62,455 14 6	—	1,556 4 0
13 Bakhsh -	49,598 6 9	237 6 9	49,361 0 0	59 0 0	49,420 0 0	2,175 5 3	51,595 5 3	50,039 1 3	—	50,039 1 3	—	50,039 1 3	—	3,356 12 3
14 Pundah -	54,477 6 0	415 0 0	54,062 8 0	200 0 0	54,262 8 0	1,801 14 9	56,064 6 6	50,707 10 3	—	50,707 10 3	—	50,707 10 3	—	3,402 11 9
" Total of the Sarkar of Benares	6,95,501 2 9	28,159 4 3	6,67,342 14 6	15,712 10 9	6,83,054 9 3	9,693 10 9	6,92,746 4 0	6,87,714 2 6	1,168 10 3	6,88,882 6 3	34,047 4 9	6,43,640 15 3	15,073 3 3	34,002 11 9
" Sarkar of Chunar.														
" Haveli Chunar	44,823 14 9	91 13 6	44,732 1 3	4,662 7 3	49,394 8 6	445 3 6	49,839 12 0	51,576 9 3	2,013 10 3	49,826 15 0	30,283 3 6	49,826 15 0	30,283 3 6	276 13 0
" Bhagpuri -	31,584 10 6	1,374 4 9	30,210 5 9	4,222 15 6	34,433 5 3	363 4 0	34,796 9 3	36,270 13 6	1,523 9 0	36,270 13 6	—	36,270 13 6	—	49 4 9
" Bhulapoor -	34,707 8 3	2,224 11 9	32,483 12 6	1,521 13 9	34,004 10 6	1,026 10 9	35,030 5 0	32,350 3 9	397 3 6	35,030 5 0	—	35,030 5 0	—	2,484 4 0
" Bolee -	71,479 0 0	982 2 0	70,497 0 0	20,088 14 0	90,585 12 0	2,820 7 6	93,405 3 6	90,995 15 6	—	90,995 15 6	—	90,995 15 6	—	5,615 12 6
" Agmuree Bahur -	60,080 0 0	3,864 0 0	56,216 0 0	8,772 0 0	64,988 0 0	7,403 1 9	72,391 1 9	66,775 5 3	—	66,775 5 3	—	66,775 5 3	—	2,102 15 3
" Bigh-Chur -	11,141 0 0	1,284 0 0	9,857 0 0	2,060 0 9	11,917 0 0	1,564 12 3	13,481 12 3	11,287 13 0	—	11,287 13 0	—	11,287 13 0	—	1,953 10 6
" Akumrah -	19,255 11 3	2,312 11 0	16,943 0 3	3,300 1 6	20,243 1 9	2,465 11 9	22,708 13 6	20,750 3 0	—	20,750 3 0	—	20,750 3 0	—	1,196 10 0
" Manay -	23,000 12 3	4,313 10 3	18,687 2 0	1,018 12 9	20,705 14 9	856 8 0	21,561 6 9	20,310 12 0	44 15 3	21,561 6 9	—	21,561 6 9	—	1,152 1 0
" Mahawer -	32,538 12 0	829 4 0	31,709 8 0	5,574 12 3	37,283 4 3	2,013 9 6	39,297 13 9	37,545 13 6	—	37,545 13 6	—	37,545 13 6	—	4,011 14 3
" Kureca Jekhun -	93,796 14 6	15,667 14 3	78,129 0 3	9,067 1 6	87,196 1 9	—	87,196 1 9	76,044 0 9	1,051 8 6	88,247 10 3	—	88,247 10 3	—	3,741 1 9
" Barwall -	38,976 15 3	8,346 9 0	30,630 6 3	1,195 10 3	31,826 0 6	1,415 2 0	33,241 2 6	29,380 12 9	621 13 3	33,962 5 6	—	33,962 5 6	—	4,022 0 6
" Dhods -	31,408 13 9	182 0 0	31,226 13 9	63,036 6 6	37,862 4 3	2,345 0 3	39,008 7 9	46,731 0 6	—	46,731 0 6	—	46,731 0 6	—	8,644 12 6
" Mayar -	49,009 11 9	8,003 4 9	41,006 7 0	6,483 6 3	47,489 13 3	3,263 3 9	50,752 7 9	57,153 13 3	—	57,153 13 3	—	57,153 13 3	—	1,916 1 9
" Village -	65,094 6 0	5,485 6 9	59,608 15 3	4,610 10 6	64,219 9 9	679 0 0	64,898 0 9	40,664 7 3	—	40,664 7 3	—	40,664 7 3	—	14,721 10 0
" Jurala -	39,526 13 0	810 0 0	38,716 13 0	3,562 11 0	42,278 8 0	601 1 0	42,879 8 0	57,003 13 6	2,598 11 6	57,003 13 6	—	57,003 13 6	—	67,043 4 9
" Juran -	65,524 1 6	7,088 0 3	58,436 1 3	7,851 8 9	66,287 10 0	2,859 2 0	69,146 12 0	—	—	—	—	—	—	—
" Total of the Sarkar of Chunar	7,13,812 0 9	62,859 12 3	6,50,952 4 6	90,339 3 9	7,41,291 8 3	30,102 0 9	7,71,393 4 3	7,11,885 11 6	8,251 7 3	7,80,136 19 4	37,553 10 6	7,42,583 14 9	1,18,457 12 5	67,043 4 9

Fort William, the 3d October 1788.

N ^o 8.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
N ^o Names of the Purgunnahs.															
" Sirhai of Gungeepoor.															
" Harelee Gungeepoor	90,786 6 0	4,172 13 6	86,613 8 6	5,030 9 6	91,644 2 0	999 7 9	62,643 9 9	90,939 8 6	8,6 10 3	9,124 3	8,121 13 0	—	84,421 13 0	6,517 11 6	2,510 11 6
" Mahomedabad	151,330 15 0	11,253 9 9	1,40,097 5 3	6,319 4 0	1,46,416 9 3	7,762 7 9	1,54,179 1 0	1,49,381 13 9	3,216 11 9	1,46,1 2 0	1,46,61 3 6	—	1,46,664 3 6	3,317 10 0	8,033 15 0
" Zemaneah	159,411 4 3	2,992 12 6	1,47,418 7 9	13,506 6 6	1,60,924 14 3	5,576 8 6	1,68,448 7 0	1,51,038 1 3	5,570 8 6	1,48,4 8 9	1,51,694 10 6	—	1,52,694 10 6	1,143 6 9	19,980 14 8
" Choudah	77,836 4 9	12,717 2 6	65,119 2 3	6,083 14 3	71,203 0 6	8,631 1 6	79,834 2 0	77,774 3 9	540 14 9	46,1 5 0	66,811 15 0	—	66,801 15 0	13,272 4 9	3,330 13 0
" Kandah	63,775 11 9	15,364 11 0	48,411 0 9	4,200 1 3	53,611 2 0	48 1 0	52,659 3 0	50,661 0 6	172 12 6	50 3 4	61,338 7 3	11,347 6 9	51,661 0 6	—	1,870 14 9
" Kumpoor	23,470 0 0	276 0 0	23,194 0 0	3,507 0 0	26,701 0 0	319 11 3	27,020 11 3	25,35 4 6	—	25,7 4 6	23,526 1 6	—	23,526 1 6	2,779 3 0	1,715 6 6
" Chahad	75,321 6 9	5,372 7 0	79,628 15 9	4,245 9 9	84,474 9 6	6,334 10 3	90,599 3 9	89,128 7 9	3,763 13 6	85,11 3 6	87,559 3 6	—	87,559 3 6	1,672 4 3	5,044 9 6
" Puhaster	76,351 9 6	6,052 8 0	72,299 1 6	2,857 15 9	73,157 1 3	—	73,157 1 3	71,428 14 0	3,801 5 3	68,07 8 6	67,502 15 3	—	67,502 15 3	4,425 14 9	5,024 8 9
" Zohundah	95,616 6 0	5,665 8 9	83,952 13 3	7,093 5 6	97,026 2 9	5,343 9 6	103,269 12 3	98,991 7 6	—	98,11 7 6	92,207 13 9	—	92,207 13 9	6,783 9 9	4,278 4 9
" Bahawan	37,370 10 3	4,257 3 6	33,113 6 9	1,169 8 9	34,283 15 6	1,347 14 3	35,630 13 9	33,167 1 0	—	33,1 1 0	35,528 6 9	3,061 5 9	33,167 1 0	—	2,163 12 9
" Sikharkepoor	153,901 0 0	33,069 9 9	1,20,831 6 3	14,655 9 6	1,35,486 15 9	1,810 2 3	1,37,297 2 0	1,32,779 13 6	4,269 0 0	1,38,013 6	1,19,261 10 9	—	1,19,261 10 9	13,448 2 9	8,856 4 6
" Khurad	151,275 6 6	15,988 10 0	1,35,286 12 6	444 6 6	1,35,831 3 0	12,820 3 9	1,48,551 6 9	1,28,550 13 3	2,791 1 6	1,28,550 13 3	1,44,534 13 0	16,253 15 9	1,20,080 13 3	—	23,261 11 0
" Bahwah	144,578 13 6	10,939 8 9	1,33,639 4 9	16,346 8 0	1,49,985 12 9	3,785 11 6	1,53,771 9 3	1,33,111 10 9	3,158 0 3	1,29,012 6	1,38,020 8 3	4,008 13 6	1,33,111 10 9	—	24,117 13 9
" Bahwah	94,28 3 3	1,855 11 0	7,612 8 3	314 10 6	7,926 9 9	322 5 3	8,258 15 0	7,612 10 0	327 3 3	7,612 10 0	8,099 10 9	2,075 0 0	7,612 10 0	—	461 8 3
" Bahwah	29,657 5 3	657 10 3	29,029 11 0	3,657 1 6	32,686 12 6	2,862 15 3	35,549 11 9	2,157 14 6	1,077 3 3	32,111 3	35,551 2 6	—	35,551 2 6	4,576 12 0	3,269 0 6
" Chaudharpur	69,359 15 3	5,083 8 9	64,276 6 6	3,995 11 6	68,272 2 0	7,600 5 0	75,872 7 0	73,775 14 0	1,161 4 6	71,77 9 6	75,335 3 9	2,19 5 9	73,235 14 0	—	4,97 13 6
" Chaudharpur	10,002 0 0	—	10,002 0 0	—	10,002 0 0	—	10,002 0 0	8,502 0 0	—	8,502 0 0	—	—	8,502 0 0	—	1,500 0 0
" Chaudharpur	20,724 11 0	—	20,724 11 0	—	20,724 11 0	—	20,724 11 0	20,724 11 0	—	20,724 11 0	—	—	20,724 11 0	—	—
" La Beller	20,501 0 0	—	20,501 0 0	—	20,501 0 0	—	20,501 0 0	18,601 0 0	—	18,601 0 0	—	—	18,601 0 0	—	1,600 0 0
" Total of the Gungeepoor Sirhai	1,461,741 1 0	1,35,609 7 0	1,32,607 10 0	94,297 1 9	1,420,368 11 9	67,512 3 0	1,487,880 14 9	1,397,564 5 6	31,276 9 3	13,664 12 3	1,18,352 6 0	39,355 4 3	1,34,247 5 9	57,066 15 9	1,15,593 2 3
" Sirhai of Jangpoor.															
" Sirhai of Jangpoor	159,219 4 0	1,858 11 9	1,57,350 8 3	2,456 0 9	1,59,806 9 0	7,177 9 0	1,66,984 2 0	1,51,301 9 0	4,778 14 6	1,49,510 6	1,45,550 4 1	7,074 11	1,50,001 9 0	—	17,361 7 6
" Bahwah	81,594 0 6	31 8 0	81,562 8 6	512 9 3	82,105 1 9	1,151 11 0	83,256 12 9	79,750 11 0	2,104 12 3	77,654 6	8,558 2 9	7,077 7	79,750 11 6	—	5,610 14 0
" Bahwah	78,668 10 0	805 6 9	77,863 3 3	1,425 1 6	78,688 4 9	1,679 3 6	80,377 8 3	76,457 13 3	3,339 7 0	73,25 6 3	76,75 9 0	3 8 0 0	76,47 9 0	—	730 2 0
" Bahwah	17,921 0 9	46 15 3	17,874 1 6	127 11 0	18,001 12 6	—	18,001 12 6	17,105 1 6	—	17,105 1 6	—	—	16,720 15 6	384 2 0	8,96 11 0
" Bahwah	1,87,122 13 3	1,498 9 3	1,85,621 3 6	4,317 1 3	1,89,944 4 9	2,504 7 0	1,92,445 11 9	1,76,876 3 0	—	1,79,486 3 0	1,65,511 12 6	—	1,65,511 12 6	5,711 6 6	21,549 8 9
" Bahwah	63,033 14 6	603 14 6	62,430 0 0	4,118 4 9	66,548 4 9	378 9 6	66,926 14 3	65,538 13 9	1,420 9 9	63,93 4	61,553 13 0	—	61,553 13 0	3,578 0 9	3,018 10 3
" Bahwah	76,540 12 6	1,147 11 6	75,393 1 0	4,232 4 0	79,625 0 0	2,338 9 3	81,963 14 3	73,909 12 3	2,226 5 0	71,77 7 2	7,618 8 6	—	7,618 8 6	3,351 3 9	10,222 7 0
" Bahwah	1,13,135 9 9	1,848 2 9	1,12,287 7 0	5,215 9 3	1,13,503 0 3	10,083 5 0	1,23,586 5 3	1,15,477 13 6	—	1,15,477 13 6	1,15,586 3 6	—	1,15,586 3 6	7,601 10 0	8,138 7 9
" Bahwah	1,15,513 12 0	761 7 6	1,14,752 4 6	7,438 15 9	1,22,191 4 3	8,594 14 6	1,30,786 2 9	1,28,617 13 6	637 9 3	1,27,990 4 3	1,25,000 12 3	13,552 14 9	1,28,617 13 6	—	2,803 14 6
" Bahwah	30,358 1 3	908 13 3	29,479 4 0	966 14 0	30,446 2 0	826 10 3	31,272 12 3	30,779 12 0	348 7 6	30,445 3 6	29,475 15 9	—	29,475 15 9	1,295 12 3	89 8 9
" Bahwah	15,566 7 6	106 4 3	15,690 3 3	152 9 3	15,842 12 6	570 3 0	16,412 15 6	16,072 6 0	539 6 0	15,533 0 0	16,072 11 0	—	14,930 11 0	1,411 11 0	879 15 6
" Bahwah	1,10,342 13 3	8,902 0 6	1,01,440 12 6	5,167 11 9	1,06,608 8 6	1,141 1 0	1,07,769 9 6	1,05,873 11 9	—	1,05,873 11 9	1,05,873 11 9	3,108 6 6	1,05,873 11 9	—	1,045 13 9
" Bahwah	84,638 8 9	1,502 0 6	81,136 8 3	2,836 8 3	83,973 0 6	1,139 10 3	85,112 10 9	75,919 1 0	—	75,919 1 0	75,919 1 0	—	75,919 1 0	1,528 4 0	4,163 9 9
" Bahwah (Jok et)	20,200 0 0	—	20,200 0 0	1,000 0 0	21,200 0 0	—	21,200 0 0	20,140 0 0	—	20,140 0 0	—	—	20,140 0 0	—	1,500 0 0
" Bahwah	32,435 6 9	—	32,435 6 9	—	32,435 6 9	1,108 11 9	33,544 2 6	33,531 14 6	934 14 3	29,600 0 3	33,531 14 6	—	33,531 14 6	—	3,014 2 3
" Bahwah	97,800 8 9	1,917 14 6	95,882 10 3	6,685 8 3	1,02,568 2 6	1,246 5 3	1,03,814 7 9	98,866 7 0	—	98,866 7 0	95,882 10 3	—	95,882 10 3	3,10 2 0	2,725 12 0
" Total of the Sirhai of Jangpoor	1,27,875 11 6	21,949 8 9	1,25,680 2 9	46,702 13 0	1,30,354 15 9	39,950 14 3	1,34,345 14 0	1,25,822 15 6	15,329 7 0	12,434 8 6	1,15,577 14 6	31,876 7 6	1,22,301 11 3	3,572 4 3	99,602 5 6

(2529)

" Fort William, the 3d October 1788,

N ^o 8.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
" Names of the Purgunnahs.															
" Sirkar of Terhar.															
Kuntill - -	3,03,551 13 6	11,844 8 -	2,91,707 5 6	21,811 8 9	3,13,518 14 3	922 9 3	3,14,441 7 6	3,02,353 1 -		3,02,353 1 -	2,85,091 3 3		2,85,091 3 3	17,201 13 9	12,088 6 0
Suktes Ghar - -	16,528 14 3	449 11 9	16,679 2 6	4,315 - -	20,394 2 6	639 - 6	21,033 3 -	20,795 8 6		20,795 8 6	16,528 14 3		16,528 14 3	4,266 10 3	273 10 0
Total of the Sirkar of Terhar	3,20,080 11 9	12,294 3 9	3,07,786 8 -	26,126 8 9	3,33,913 - 9	1,561 9 9	3,35,474 1 6	3,23,148 9 6		3,23,148 9 6	3,01,620 1 6		3,01,620 1 6	21,528 8 -	12,326 1 -
" Sirkar of Allahabad. [According to the Sud- -r Jumna (after deducting -e Amount of the Rajah's -ghier), the Canongoe Re- -cords of which have not -en received - -]	1,75,659 - -		1,75,659 - -		1,75,659 - -		1,75,659 - -	1,75,659 - -		1,75,659 - -	1,75,659 - -		1,75,659 - -		

" ABSTRACT.															
" Sirkar of Benares -	6,95,501 2 9	28,159 4 3	6,67,341 14 6	15,712 10 9	6,83,054 9 3	9,093 10 9	6,24,148 4 -	6,58,714 2 6	1,168 10 3	6,57,705 8 3	6,78,588 4 -	34,947 4 9	6,43,640 15 3	15,073 3 3	34,602 11 9
" Ditto of Chunar -	7,13,812 - 9	62,859 12 3	6,50,952 4 6	90,329 3 9	7,11,281 8 3	30,102 - 9	771,383 9 -	7,11,875 11 6	8,251 7 3	7,00,354 4 3	6,20,981 9 3	27,553 10 6	5,93,427 14 9	1,18,457 12 9	67,749 4 9
" Ditto of Gauzeepoor -	14,61,741 1 -	1,35,669 7 -	13,26,071 10 -	94,297 1 9	14,20,368 11 9	67,512 3 -	14,87,880 14 9	13,97,564 5 6	31,276 9 3	13,66,357 12 3	13,82,352 6 -	39,855 - 3	13,42,497 5 9	55,066 15 9	1,21,593 2 0
" Ditto of Juanpoor -	12,78,751 11 6	21,949 8 9	12,56,802 2 9	46,702 13 -	13,03,504 15 9	39,950 14 3	13,43,455 14 -	12,59,822 15 6	16,329 7 -	12,43,493 8 6	11,54,977 14 6	31,866 3 3	12,23,101 11 3	36,722 4 3	99,962 3 0
" Ditto of Terhar -	3,02,080 11 9	12,294 3 9	3,07,784 8 -	26,126 8 9	3,33,913 - 9	1,561 9 9	3,35,474 10 6	3,23,148 9 6		3,23,148 9 6	3,01,620 1 6		3,01,620 1 6	21,528 8 -	12,326 1 -
" Ditto of Allahabad -	1,75,659 - -		1,75,659 - -		1,75,659 - -		1,75,659 - -	1,75,659 - -		1,75,659 - -	1,75,659 - -		1,75,659 - -		
" Total Rupees -	46,45,545 11 9	2,60,932 4 -	43,84,613 7 9	2,73,168 6 -	46,57,781 13 9	14,8,220 6 6	48,06,002 4 3	45,26,794 12 6	57,026 1 9	44,60,358 10 9	44,14,179 3 3	1,34,232 2 9	42,79,947 - 6	2,46,847 12 -	1,36,233 9 0

" Benares,

" Errors excepted,

" the 12th September 1788.

(Signed) " Jon^d Duncan, Resident,

" Fort William, the 3d October 1783.

" Mofuffil Jumma Waffil Baukee of the Mehals of the Zemindarry of Benares for 1193 Fuffily, specifying the Decrease and Increase of the Jummas of the respective Mehals in 1193 from those of 1192 Fuffily; as also the Decrease and Increase of the Gros Collections of 1193 from those of 1192, &c. &c.; the Whole being extracted from the Records of the Canongoes.

N ^o 1. Affil Jumma of 1192.	2. Kumree, or Decrease of y ^e Affil Jumma of 1192 in 1193.	3. Baukee, or Balance.	4. Ezaffa, or Increase in 1193.	5. Jumla Mal, or Total of the Land Revenue in 1193.	6. Abobas of 1193.	7. Total of the Mal Waffool Kham, or Land Revenue of the Abobas in 1193.	8. Total of the Mal Waffool Kham, or Gros Collec- tions in 1193.	9. Mishable Batta, or Deductions made by the Abobas from the Collections from the Ryots for Batta on Treffsody and Gor- they Rupees, &c &c. &c.	10. Waffol Pakha, or 2 ^d Collections in 1193.	11. Waffool Kham, or Gros Collec- tions in 1192.	12. Decrease of the Gros Collec- tions of 1193 from those of 1192.	13. Baukee or Balance. This Balance being added to the Batta, or In- crease, in the next Column, will show the Gros Collections of 1193, as per Co- lumn No. 8, and if added to the Kumree, or Decrease, No. 2, will exhibit the Gros Collections of 1192 as per Column No. 11.	14. Bethie, or In- crease of 1193 beyond the A- mount collec- ted in 1192.	15. Baukee Jum- mah, or Balance of the Mofuffil Jumma.	
" Sirkar of Benares.															
" Hareke Benares.															
" 1 st , Talook of Tickree-	25,419 12 0	406 9 3	25,023 2 9	506 14 9	25,531 1 6	119 7 9	25,649 9 3	22,692 6 6	—	25,649 9 3	—	22,692 6 6	—	2957 2 9	
" 2 ^d , D ^e of Chittaypoor	11,785 1 0	67 7 0	11,717 10 0	149 3 6	11,866 13 6	54 2 0	11,920 15 6	11,788 5 6	—	11,920 15 6	—	11,712 14 0	—	132 10 0	
" 3 ^d , D ^e of Jalloopoer	32,675 8 6	2,270 6 9	30,405 1 9	542 6 9	30,947 8 6	154 11 9	31,102 4 3	28,938 8 9	—	31,102 4 3	—	28,938 8 9	—	2,163 11 6	
" Sheerpoor	37,949 8 6	673 15 0	37,275 9 6	756 11 9	38,031 5 3	564 9 6	38,596 14 9	37,399 4 9	—	38,596 14 9	—	37,399 4 9	—	1,197 10 0	
" Lothah (Talook of)	28,646 15 6	1,234 14 6	27,412 1 0	1,233 8 0	28,645 9 0	1,371 11 3	30,016 4 3	28,091 13 6	—	30,016 4 3	—	28,091 13 6	—	1,925 6 9	
" Kufwar	95,119 11 6	315 0 0	94,804 11 6	264 2 0	95,068 13 6	1,252 15 9	96,320 13 6	92,262 13 6	732 8 6	96,320 13 6	—	92,262 13 6	—	4,058 8 3	
" Kurownah	44,106 2 3	500 0 0	43,606 2 3	100 0 0	43,706 2 3	629 11 9	44,335 13 6	40,386 11 3	159 5 6	44,335 13 6	—	40,386 11 3	—	3,949 7 9	
" Jakeney (Talook of)	14,686 14 9	—	14,686 14 9	35 0 0	14,721 14 9	938 9 0	15,660 7 9	15,393 3 6	—	15,660 7 9	—	15,393 3 6	—	267 4 3	
" Maywah	73,648 0 0	5,159 4 0	68,488 12 0	863 6 3	69,351 2 3	2,607 1 0	71,958 3 3	68,835 9 6	649 7 6	71,958 3 3	—	68,835 9 6	—	3,123 3 3	
" Kutche	1,13,290 2 3	14,187 2 3	99,103 0 0	1,584 3 3	1,00,687 3 3	1,490 5 9	1,02,177 9 0	99,529 0 0	90 12 0	1,02,177 9 0	—	99,529 0 0	—	2,648 9 0	
" Alwad	38,647 8 9	25 0 0	38,622 8 9	18 12 6	38,640 11 5	512 1 6	39,152 6 9	38,170 12 6	374 1 9	39,152 6 9	—	38,170 12 6	—	982 5 0	
" Algowan	63,439 5 6	1,516 5 6	61,923 0 0	47 0 0	61,970 0 0	793 9 9	62,763 9 9	61,778 9 3	—	62,763 9 9	—	61,778 9 3	—	985 0 6	
" Bhakel	51,620 0 0	1,889 2 9	49,730 13 3	252 0 0	49,982 13 3	1,433 12 6	51,415 9 9	50,155 1 6	—	51,415 9 9	—	50,155 1 6	—	1,265 8 0	
" Pundrah	52,854 4 0	2,480 12 3	50,374 1 9	1,336 9 6	51,710 11 3	1,610 0 3	53,320 11 6	47,254 1 0	300 0 0	53,320 11 6	—	47,254 1 0	—	6,066 10 6	
" Total of the Sirkar of Benares	6,83,897 10 6	30,755 15 3	6,53,141 9 3	7,689 14 3	6,60,831 7 6	13,602 13 0	6,74,434 4 6	6,42,676 7 0	2,306 3 3	6,74,434 4 6	—	6,42,676 7 0	—	31,664 0 9	
" Sirkar of Chunar.															
" Hareke Chunar	49,394 8 6	191 9 6	49,202 15 0	534 9 6	49,737 8 6	653 12 6	50,401 5 0	51,184 14 0	1,662 1 0	50,401 5 0	—	51,184 14 0	—	783 8 0	
" Bageet	35,187 14 0	128 0 6	35,059 13 6	911 0 0	35,970 13 6	538 6 6	36,509 4 0	36,220 11 6	1,431 1 9	36,509 4 0	—	36,220 11 6	—	1,719 10 3	
" B'alloopoer	42,340 4 3	1,774 2 0	40,566 2 3	1,459 5 6	42,025 7 9	1,542 13 6	43,568 5 3	42,384 15 9	444 5 3	43,568 5 3	—	42,384 15 9	—	1,184 10 9	
" Blueley	91,686 12 0	6,697 14 0	84,988 14 0	2,113 0 0	87,101 14 0	3,163 11 0	90,265 9 0	87,089 3 9	—	90,265 9 0	—	87,089 3 9	—	3,116 5 0	
" Agowrey Buhur	64,988 0 0	1,014 14 0	63,973 2 0	564 0 0	64,537 2 0	8,014 12 9	72,551 14 9	67,594 10 3	—	72,551 14 9	—	67,594 10 3	—	4,957 4 6	
" B'ay Chut	11,917 0 0	1,611 0 0	10,306 0 0	6 0 0	10,312 0 0	596 3 3	10,908 3 3	8,947 9 3	—	10,908 3 3	—	8,947 9 3	—	1,960 10 0	
" Alnowrah	18,692 14 9	2,817 15 9	15,874 15 0	927 3 3	16,801 15 0	1,735 8 3	18,537 10 6	15,824 3 9	22 1 6	18,537 10 6	—	15,824 3 9	—	2,713 8 3	
" Mowaje	20,934 13 3	1,580 14 3	19,353 15 0	1,524 12 0	20,877 12 0	1,016 10 0	21,893 5 0	21,556 14 9	60 3 6	21,893 5 0	—	21,556 14 9	—	337 9 9	
" Mowarey, exclusive of Kunkrah	28,188 4 3	5,658 13 6	22,529 6 9	589 8 0	23,118 14 9	243 13 3	23,362 12 0	22,404 7 0	—	23,362 12 0	—	22,404 7 0	—	958 5 0	
" Kunkrah	8,401 12 9	13,128 4 9	7,272 8 0	6,780 3 9	8,052 11 9	7,197 7 0	8,177 2 9	5,859 5 9	—	8,177 2 9	—	5,859 5 9	—	2,317 9 0	
" Burwal	33,428 0 6	2,278 9 9	31,149 6 9	4,317 0 6	35,466 7 3	2,314 10 9	39,781 2 0	36,954 8 3	—	39,781 2 0	—	36,954 8 3	—	2,827 9 9	
" D'loofs	38,248 1 3	6,075 5 9	32,172 11 6	54 1 9	32,226 13 3	935 8 3	33,162 5 6	32,313 15 9	121 3 9	33,162 5 6	—	32,313 15 9	—	849 9 6	
" Niwan	68,186 10 0	18,378 12 0	49,807 14 0	675 15 3	50,482 13 3	1,404 1 0	51,886 14 3	46,243 9 6	65 13 3	51,886 14 3	—	46,243 9 6	—	10,710 2 0	
" Maywar	45,423 0 3	6,000 11 3	39,422 5 0	2,687 4 6	42,109 9 6	6,428 8 6	48,538 2 0	46,152 15 3	—	48,538 2 0	—	46,152 15 3	—	2,385 2 9	
" Mehaje	65,119 9 9	11,799 0 9	53,320 9 0	644 9 3	53,964 2 3	1,023 15 3	54,987 1 6	51,101 10 0	—	54,987 1 6	—	51,101 10 0	—	3,887 7 6	
" Bourah	42,279 8 0	3,764 9 0	38,514 15 0	700 0 0	39,214 15 0	723 3 6	39,938 2 6	38,205 2 6	—	39,938 2 6	—	38,205 2 6	—	1,733 0 0	
" The Total of the Sirkar of Chunar	7,40,417 1 6	82,896 8 9	6,57,520 8 9	24,278 9 3	6,81,799 2 0	31,065 1 3	7,12,864 3 3	6,42,665 1 0	3,806 14 0	7,12,864 3 3	—	6,42,665 1 0	—	74,006 0 3	

"Fort William, the 3d October 1788.

N ^o 9.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
Names of the Pargannahs.															
Sirkat of Ganjeepoor.															
Havelce Ganjeepoor	91,644 2 0	4,716 6 6	86,927 11 6	583 10 3	87,551 5 9	2,473 6 9	89,984 12 6	85,477 13 9	201 12 6	89,085 1 3	90,939 8 6	5,461 10 9	85,477 13 9	—	4,798 11 3
Malomedabad and Kucut Pathie	1,46,877 4 9	12,859 12 6	1,34,017 8 3	373 14 9	1,34,391 7 0	7,101 1 0	1,41,492 8 0	1,30,471 8 3	2,490 0 0	1,27,701 8 3	1,49,381 13 9	18,910 5 6	1,30,471 8 3	—	13,510 15 9
Zemaneh	1,60,924 14 3	33,256 12 6	1,27,672 1 9	1,093 9 6	1,28,765 11 3	7,060 15 6	1,35,826 10 9	1,15,780 4 9	1,499 12 9	1,14,200 8 0	1,54,038 1 3	38,257 12 6	1,15,780 4 9	—	21,546 2 9
Chowdah	67,008 13 6	9,634 10 0	58,274 3 6	1,829 0 0	60,103 3 6	5,683 15 9	65,787 3 3	62,699 9 6	253 6 0	62,400 3 0	83,774 3 9	14,374 10 3	62,699 9 6	—	3,341 0 3
Kundah	52,611 2 0	17,318 6 0	35,292 12 0	166 14 6	35,459 0 6	205 9 3	35,664 9 9	32,639 15 9	143 12 3	32,400 3 6	57,961 0 6	18,321 0 9	32,639 15 9	—	3,167 6 3
Khanpore	26,701 0 0	2,448 4 9	24,252 11 3	4,076 12 0	28,329 7 3	490 7 6	28,819 14 9	25,547 6 0	—	25,517 6 0	35,305 4 6	—	25,305 4 6	242 1 6	3,272 8 9
Shahabad	84,120 10 9	2,599 12 3	81,520 14 6	1,382 5 0	82,903 3 6	6,297 15 6	89,201 3 0	75,266 10 9	3,100 15 6	82,405 11 3	89,228 7 9	3,091 13 0	85,166 10 9	—	7,035 7 9
Pachowter	73,157 1 3	4,375 7 6	68,781 9 9	2,306 4 0	71,141 13 9	4,675 3 6	75,817 1 6	70,952 9 3	—	70,902 5 3	71,028 14 0	976 7 9	70,952 5 3	—	4,864 12 3
Zeharabad	97,873 2 9	6,393 6 3	91,479 12 6	1,266 2 3	92,745 14 9	6,121 1 0	98,866 15 9	93,190 0 0	—	92,400 0 3	98,991 7 6	5,801 7 3	93,190 0 3	—	5,676 15 6
Beldawn	34,282 15 6	3,761 15 9	30,520 15 9	241 5 0	30,761 4 9	1,620 1 9	32,382 6 6	28,965 5 0	—	28,965 5 0	33,467 1 0	4,501 12 0	28,965 5 0	—	3,417 1 6
Sekanderpore	1,35,486 15 9	27,222 2 3	1,08,264 13 6	1,842 7 6	1,10,147 5 0	7,244 13 9	1,17,352 2 9	1,08,386 4 6	55 7 6	1,08,386 4 6	1,32,709 13 6	24,323 9 0	1,08,386 4 6	—	9,021 5 9
Khureel	1,21,731 3 0	20,989 15 6	91,741 3 6	1,092 11 0	92,833 14 6	5,785 8 6	98,619 7 0	92,729 12 9	1,010 9 3	94,719 3 6	1,28,000 13 3	35,351 0 6	92,729 12 9	—	6,400 3 6
Bulleah	1,53,771 8 3	19,300 12 0	1,34,470 12 3	5,297 7 0	1,39,768 3 3	—	1,39,768 3 3	1,36,396 5 0	7,084 15 0	1,29,911 6 0	1,33,111 10 9	—	1,33,111 10 9	3,284 10 3	10,452 13 3
Gurrah	32,686 12 6	2,507 6 3	30,179 6 3	562 12 3	30,742 2 6	2,569 1 6	33,311 4 0	31,198 2 6	1,119 9 3	30,742 2 6	33,357 14 6	2,159 12 0	31,198 2 6	—	3,212 10 9
Dehmah	7,036 9 9	82 2 3	7,854 7 6	298 9 6	8,153 0 0	300 5 9	8,453 5 9	7,994 13 3	334 11 0	7,854 7 6	7,624 10 0	—	7,624 10 0	370 3 3	793 3 6
Kopah	68,272 2 0	13,758 1 9	54,514 0 3	783 4 9	55,297 5 0	53,764 6 6	60,614 3 6	56,976 0 6	813 4 0	56,976 0 6	73,335 14 0	16,259 13 6	56,976 0 6	—	4,451 7 0
Chetleypoor	1,002 0 0	—	1,002 0 0	—	1,002 0 0	—	10,002 0 0	8,502 0 0	—	8,502 0 0	8,502 0 0	—	8,502 0 0	—	1,500 0 0
Lakneffer	20,501 0 0	—	20,501 0 0	—	20,501 0 0	—	20,501 0 0	18,901 0 0	—	18,901 0 0	18,901 0 0	—	18,901 0 0	—	1,600 0 0
Syelpoor	20,724 11 0	—	20,724 11 0	—	20,724 11 0	—	20,724 11 0	20,724 11 0	—	20,724 11 0	20,724 11 0	—	20,724 11 0	—	—
Total of the Sirkat of Ganjeepoor	1,40,721 1 0	1,09,221 6 6	1,21,692 11 0	23,250 6 3	1,24,024 1 3	62,946 9 9	1,34,318 11 0	1,21,280 0 9	18,197 3 6	1,19,462 13 3	1,39,564 5 6	1,88,661 3 9	1,20,893 1 9	3,896 15 0	1,08,586 13 9
Sirkat of Juampoor.															
Havelce Juampoor	1,58,387 9 6	11,730 4 0	1,46,657 5 6	2,050 6 0	1,48,707 11 6	7,023 9 6	1,56,631 5 0	1,54,075 7 6	3,646 4 6	1,50,109 3 0	1,54,301 9 0	226 0 0	1,54,075 7 6	—	6,202 2 0
Raizer	84,217 6 9	565 5 0	83,652 1 9	2,996 0 0	86,648 1 9	1,737 14 9	88,386 0 6	87,678 15 6	1,390 1 6	86,388 4 0	79,750 11 6	—	79,750 11 6	7,028 4 0	2,097 2 6
Angwee	77,268 3 9	484 2 0	76,784 1 9	6,473 14 6	83,258 0 3	1,089 1 6	85,247 1 9	83,817 8 0	2,212 14 3	81,804 9 9	76,107 13 3	—	76,107 13 3	7,409 10 9	3,442 8 0
Zaharabad	15,277 12 6	319 11 0	14,958 1 6	183 0 0	15,141 1 6	226 2 6	15,367 4 3	14,306 11 6	100 8 9	14,200 2 9	17,105 1 6	2,798 9 0	14,306 11 6	—	1,161 1 6
Morcedoo	1,89,911 4 9	3,215 4 6	1,86,696 0 3	1,196 3 0	1,87,892 3 3	3,161 12 6	1,91,083 15 9	1,82,332 0 6	—	1,80,332 6 0	1,70,806 3 0	—	1,70,806 3 0	9,445 13 6	2,751 15 3
Gopalpore	65,673 4 0	2,056 10 9	63,616 9 3	674 8 9	64,291 2 0	1,865 2 3	66,156 4 3	63,304 14 9	—	63,304 14 9	63,304 14 9	2,123 15 0	63,304 14 9	—	2,851 5 6
Bumity	80,425 5 0	1,807 3 6	78,618 1 6	4,963 9 3	83,581 10 9	2,073 8 9	85,655 3 6	84,350 7 3	91 10 9	84,350 7 3	79,667 12 3	—	79,667 12 3	10,380 11 0	1,396 7 0
Mograh	1,13,508 0 3	3,093 2 9	1,09,415 9 6	532 0 3	1,10,447 13 9	4,225 15 0	1,14,672 12 9	1,04,467 11 9	—	1,04,467 11 9	1,15,447 13 6	1,098 1 9	1,04,467 11 9	—	9,890 9 0
Gurarah	1,22,191 8 0	2,628 14 9	1,19,562 9 3	1,089 4 0	1,20,651 13 3	9,226 11 6	1,29,878 8 9	1,21,852 9 6	608 3 6	1,21,852 9 6	1,28,417 13 6	6,765 4 0	1,21,852 9 6	—	8,634 2 9
Kurrah Doh	30,446 2 0	393 4 3	30,052 13 9	923 15 9	30,976 13 6	667 0 9	31,643 14 3	30,741 11 9	—	30,741 11 9	30,741 11 9	49 0 3	30,741 11 9	—	902 2 6
Kurrah Michah	15,852 12 6	63 0 0	15,789 12 6	140 5 3	15,944 1 9	630 12 6	16,544 14 3	16,367 5 6	—	15,789 12 6	16,367 5 6	—	16,367 5 6	294 15 6	723 9 3
Karakot	1,06,628 8 6	19,768 4 3	86,860 4 3	1,315 6 0	88,211 3 9	2,991 4 6	91,202 8 3	82,393 9 0	—	82,393 9 0	1,05,832 11 9	23,430 2 6	82,393 9 0	—	8,808 15 3
Gollorah	83,973 0 6	1,696 12 9	82,276 3 9	1,455 7 6	83,731 11 3	1,404 0 6	85,135 11 9	80,551 4 9	516 0 6	79,900 2 3	75,949 1 0	—	75,949 1 0	4,602 3 9	6,105 9 6
Sungamoy	21,200 0 0	—	21,200 0 0	—	21,200 0 0	—	21,200 0 0	20,140 0 0	—	20,140 0 0	20,140 0 0	—	20,140 0 0	—	1,060 0 0
Bakileat	32,547 14 9	—	32,547 14 9	—	32,547 14 9	1,131 0 0	33,678 14 9	26,004 13 9	839 13 3	25,165 0 6	33,678 14 9	4,653 0 0	26,004 13 9	—	8,533 14 3
Kulsh Ahal	1,02,568 2 6	6,972 2 6	95,596 0 0	116 0 0	95,712 0 0	2,243 0 0	97,955 10 0	94,030 4 9	—	94,030 4 9	97,955 10 0	4,656 2 5	94,030 4 9	—	3,925 5 3
Total of the Sirkat of Juampoor	1,30,099 15 3	55,560 2 0	1,24,453 13 3	24,095 9 9	1,26,667 7 0	41,497 10 9	1,31,105 1 9	1,21,445 7 9	10,776 11 6	1,23,308 12 3	1,35,835 15 6	55,459 2 3	1,20,436 13 3	40,051 10 6	76,486 5 6

" Fort William, the 3d October 1788.

N ^o 9.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
" Names of the Pargannahs.															
" Sakar of Terhar.															
" Akrot - -	314441 7 6	12597 4 -	321814 3 6	5427 13 3	327252 - 9	—	327252 - 9	266673 9 -	—	299673 -	32333 1 -	5680 - 3	206673 - 9	—	10580 - -
" Saluck Ghur - -	22394 2 6	320 15 9	22293 2 9	1732 3 6	21823 6 3	597 13 6	22421 3 9	22210 - 9	—	22210 9 -	22795 8 6	—	22795 8 6	1415 - 6	210 10 9
Total of Sakar of Terhar -	334435 10 0	12898 3 9	321937 6 3	7138 9 -	329275 7 -	597 13 6	329673 4 6	318883 9 9	—	318883 9	323118 9 6	5680 - 3	317468 9 3	1415 - 6	10790 10 9
" Sakar of Allahabad. [According to the Sul- dar's Journal and the long Account of the Regalia's [before the Company's Re- cords of which have not been received -]	175659 - -	—	175659 - -	—	175659 - -	—	175659 - -	175659 - -	—	175659 - -	175659 - -	—	175659 - -	—	—

" ABSTRACT.															
" Sakar of Benares -	683897 8 6	32775 15 3	653141 9 3	7689 14 3	662831 7 6	13602 13 -	674434 4 6	612676 7 -	2326 3 3	642370 3 9	658714 2 6	18834 13 3	639879 5 3	2797 1 9	34064 - 9
" Ditto of Cawnpore -	749417 1 6	82896 8 9	657520 8 9	24288 9 3	681799 2 -	31265 1 3	712864 3 3	642665 1 -	3826 14 -	638858 3 -	711885 11 6	78871 9 9	633211 1 9	9653 15 3	74006 - 3
" Ditto of Cawnpore -	1407214 1 -	192221 6 6	1216990 11 -	23252 6 3	1243243 1 3	62946 9 9	1323189 11 -	1212529 - -	18197 3 6	1194602 13 3	137554 5 6	158661 3 9	1228923 1 3	3698 15 -	128586 13 9
" Ditto of Jangpore -	1300091 15 3	55522 2 -	1244531 13 3	24095 9 9	1268627 7 -	41497 10 9	1310125 1 9	1244415 7 9	10776 11 6	1233638 12 3	122222 15 6	55459 2 3	1243363 13 3	42551 10 6	76486 5 6
" Ditto of Terhar -	334435 10 -	12898 3 9	321937 6 3	7138 9 -	329275 7 -	597 13 6	329673 4 6	318883 9 9	—	318883 9	323118 9 6	5680 - 3	317468 9 3	1415 - 6	10790 10 9
" Ditto of Allahabad -	175659 - -	—	175659 - -	—	175659 - -	—	175659 - -	175659 - -	—	175659 - -	175659 - -	—	175659 - -	—	—
Total Papers -	1612115 4 3	372332 3 9	4269783 - 6	86452 8 3	4356235 8 9	149710 - 3	4505945 9 -	4237099 10 3	35087 - 3	4202012 10	1567704 12 6	317559 13 3	4170281 15 3	57814 11 -	323932 15 -

" Benares,

" the 12th September 1788.

" Envoys excepted,

(Signed) " Joni Duncan, Resident.

Fort William, the 3d October 1788.

" Mofuffil Jumma Waffil Baukee of the Mehals of the Zemindary of Benares for 1194 Fuffily, specifying the Decrease and Increase of the Jummahs of the respective Mehals in 1194 from those of 1193 Fuffily; as also the Decrease and Increase of the Grofs Collections of 1194 from those of 1193, &c. &c.; the Whole being extracted from the Records of the Canongoes.

No 10.
Accompany-
ing Letter
from Resident
at Benares.

N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.	
Afil Jumma of 1193.	Kumree, or Decrease of y ^e Afil Jumma of 1193 in 1194.	Baukee, or Balance.	Ezafia, or Increase in 1194.	Jumla Mal, or Total of the Land Revenue in 1194.	Aboabs of 1194.	Total of the Mal, or Land Revenue, of the Aboabs in 1194.	Waffool Kham, or Grofs Collec- tions in 1194.	Minhable Bana, or Deductions made from the Aboabs for the Grofs Collec- tions from the Ryots for Bana or Treffooly and Go- they Rupets, & &c. &c.	Waffool Pakhi, or Net Collec- tions in 1191.	Waffool Kham, or Grofs Collec- tions in 1193.	Decrease of the Grofs Collec- tions of 1194 from those of 1193.	Bakee or Balance. This Balance being added to the Beshie, or in- crease, in the next Column, will show the Grofs Collections of 1194, as per Co- lumn No. 1, and if added to the Kumree, or Decrease, No. 2, will exhibit the Grofs Collections of 1193, as per Column No. 12.	Beshie, or In- crease of 1194, beyond the A- mount collect- ed in 1193.	Bakee Jum- mah, or Balance of the Mofuffil Jumma.	
" Sirkar of Benares.															
" Havelee Benares.															
" 1st, Talook of Tickree-	25,505 1 6	602 8 3	24,920 9 3	218 11 3	25,121 4 6	178 2 6	25,299 7 0	21,604 8 0	—	21,604 8 0	22,692 6 6	1,087 14 6	21,604 8 0	—	3,694 15 0
" 2d, Chittaypoor -	12,667 13 6	280 2 0	12,387 11 6	614 5 6	13,002 1 0	116 1 3	13,118 2 3	12,484 1 3	—	12,484 1 3	11,788 5 6	—	11,788 5 6	695 11 9	634 1 0
" 3d, Jalloopoer -	30,283 14 3	76 15 3	30,206 15 0	3,651 2 6	33,858 1 6	227 4 9	34,085 6 3	32,376 4 9	—	32,376 4 9	28,938 8 9	—	28,938 8 9	3,437 12 0	1,709 1 6
" Shewpoor -	39,202 5 3	242 6 9	38,959 14 6	916 0 0	39,875 14 6	926 7 6	40,802 6 0	40,215 6 3	—	40,215 6 3	37,379 4 9	—	37,379 4 9	2,816 1 6	586 15 9
" Llothah -	25,656 12 0	274 12 0	25,382 0 0	814 6 0	26,196 6 0	1,895 7 6	28,091 13 6	27,616 0 0	—	27,616 0 0	28,091 13 6	475 13 6	27,616 0 0	—	475 13 6
" Kulwar -	86,026 13 6	497 9 0	85,529 4 6	400 0 0	85,929 4 6	1,167 3 9	87,096 8 3	83,354 10 0	637 13	82,716 13 0	92,262 13 6	8,903 3 6	83,354 10 0	—	4,379 11 3
" Kurownah (Talook of) -	43,706 2 3	600 0 0	43,106 2 3	875 0 0	43,981 2 3	634 3 3	44,615 5 6	40,243 13 3	261 9	39,982 4 2	40,386 11 3	142 14 0	40,243 13 3	—	4,633 1 3
" Jackuenee -	14,721 14 9	532 4 0	14,189 10 9	1,325 14 0	15,515 8 9	459 15 0	15,975 7 9	15,710 14 6	127 8	15,583 6 6	15,393 3 6	—	15,393 3 6	317 11 0	392 1 3
" Meijwah (Talook of) -	69,352 2 3	1,333 6 3	68,018 12 0	4,832 2 6	72,850 14 6	415 11 3	73,266 9 9	69,122 6 9	506 3	68,616 3 0	68,835 9 6	—	68,835 9 6	286 13 3	4,650 6 9
" Kutchur -	1,22,600 15 6	150 12 0	1,22,450 3 6	6,621 15 9	1,29,072 3 3	2,522 0 9	1,31,594 4 0	1,30,730 0 0	165 0	1,30,565 15 9	99,529 0 0	—	99,529 0 0	31,201 0 0	1,029 4 3
" Afrad -	43,099 5 3	—	43,099 5 3	400 0 0	43,499 5 3	740 13 6	44,240 2 9	39,041 7 6	365 11	38,676 12 3	38,170 14 6	—	38,170 14 6	870 9 0	5,564 6 6
" Algawaun -	61,940 0 0	202 0 0	61,738 0 0	2,637 3 6	43,375 3 6	2,381 13 3	66,757 0 9	64,709 5 9	215 3	64,494 2 3	61,778 9 3	—	61,778 9 3	2,930 12 6	2,262 14 6
" Bhileh -	48,283 13 3	1,238 3 9	47,045 9 6	221 0 0	47,266 9 6	2,388 6 6	49,655 0 0	44,481 1 0	—	44,481 1 0	50,155 1 6	5,674 0 6	44,481 1 0	—	5,173 15 0
" Pandrah -	48,430 0 3	1,301 8 9	47,128 7 6	499 8 9	47,628 0 3	3,536 15 0	51,164 15 3	47,712 11 6	—	47,712 11 6	47,254 1 0	—	47,254 1 0	458 10 6	3,452 3 9
" Total of the Sirkar of Benares	6,71,477 1 6	7,332 8 0	6,64,144 9 7	24,027 5 9	6,88,171 15 3	17,590 9 9	7,05,762 9 0	6,69,402 10 6	2,279 0 0	6,67,123 9 6	6,42,676 7 0	16,288 14 0	6,26,387 9 0	43,015 1 6	38,638 15 3
" Sirkar of Chunar.															
" Havelee Chunar	48,261 11 0	4 0 0	48,257 11 0	1,867 7 0	50,125 2 0	754 7 9	50,879 9 9	49,866 1 6	1,643 11 3	48,223 6 3	51,184 14 0	1,318 12 6	49,866 1 6	—	2,657 3 6
" Bugguit -	35,982 7 9	563 5 6	35,419 2 3	751 14 3	36,171 0 6	1,041 13 3	37,212 13 9	33,884 0 9	2,153 0 0	35,031 0 9	36,120 11 6	2,336 10 9	33,884 0 9	—	4,481 13 0
" Rhallopoor -	41,984 9 9	2,571 5 6	39,413 4 3	1,234 8 6	40,647 12 9	1,405 1 3	42,052 14 0	41,679 2 9	847 0 0	40,832 2 9	32,364 15 9	—	32,364 15 9	9,314 3 0	1,220 11 3
" Bhoelee -	87,201 14 0	5,689 0 0	81,512 14 0	5,901 11 0	87,414 9 0	5,900 14 3	93,315 7 3	89,610 12 6	—	89,610 12 6	87,089 3 6	—	87,089 3 6	2,521 9 0	3,704 10 9
" Agowree Buhur -	66,438 2 0	4,174 6 0	62,263 12 0	2,024 0 0	64,287 12 0	7,700 6 3	71,988 2 3	66,907 9 3	416 8 6	66,491 0 3	67,594 10 3	687 1 0	66,907 9 3	—	51,197 1 6
" Biyy Ghur -	11,188 0 0	546 12 0	10,633 4 0	1,200 8 0	11,833 12 0	976 4 9	12,810 0 0	12,198 10 0	105 9 3	12,093 0 9	9,949 9 3	—	9,949 9 3	2,249 0 9	717 0 0
" Ahthrowah -	18,097 3 6	1,262 3 3	16,835 0 3	643 3 0	17,478 3 3	1,656 14 3	19,130 1 6	17,978 11 0	—	17,978 11 0	21,566 14 9	1,576 8 6	19,980 6 3	—	1,143 9 9
" Mowaje -	21,700 9 6	1,018 12 3	20,682 13 3	62 2 9	20,744 0 0	352 5 0	21,096 5 0	19,980 6 3	27 11 0	20,015 1 6	22,404 7 0	—	22,404 7 0	827 4 0	21,167 1 6
" Mowaree -	22,617 13 9	496 2 3	22,121 11 6	2,919 12 6	25,041 8 0	440 11 0	25,482 3 0	23,231 11 0	261 9 6	25,220 2 6	58,505 9 9	1,907 5 3	56,598 4 6	—	23,050 12 0
" Kureet Sakur -	81,341 15 3	3,422 14 0	77,919 1 3	1,969 7 9	79,888 9 0	570 5 6	80,458 14 6	56,598 4 6	90 2 0	80,558 2 6	36,954 8 3	1,264 9 6	35,689 14 9	—	740 12 0
" Barwal -	31,802 8 9	691 13 0	31,110 11 9	2,792 9 0	33,893 4 9	1,900 7 0	35,793 11 9	35,689 14 9	636 15 0	35,053 15 9	32,313 15 9	383 1 3	31,730 14 6	—	1,234 0 3
" Dhools -	28,937 10 6	918 12 9	28,018 13 9	2,799 1 9	30,817 15 6	1,348 0 6	32,166 0 0	31,730 14 6	798 14 9	30,932 6 0	36,243 9 6	—	36,243 9 6	756 11 9	15,132 15 0
" Newari -	45,913 13 6	4,927 4 9	40,986 8 9	7,893 3 0	48,879 11 9	3,185 9 3	52,065 5 0	37,000 5 3	67 13 6	51,997 2 6	45,152 15 3	4,390 10 6	41,762 4 9	—	2,479 6 6
" Meijwar -	42,109 9 6	2,446 15 3	39,662 10 3	3,122 4 9	42,784 15 0	1,240 7 9	43,825 6 9	41,762 4 9	416 4 6	41,346 0 0	51,101 10 0	—	51,101 10 0	3,237 8 3	3,756 2 3
" Mahayeh -	53,665 2 3	2,118 3 6	51,546 14 9	4,853 11 6	56,700 10 3	1,394 10 3	58,095 4 6	54,339 2 3	—	54,339 2 3	38,106 15 0	—	38,106 15 0	—	2,844 10 0
" Bhurrah -	39,214 15 0	620 0 0	38,594 15 0	1,559 9 0	40,153 8 0	819 1 0	40,973 9 0	38,106 15 0	—	38,106 15 0	—	—	—	—	—
" Total of the Sirkar of Chunar	6,76,553 2 0	31,479 14 0	6,45,073 4 0	41,505 1 9	6,86,578 5 9	30,487 7 0	7,17,065 12 9	6,50,504 14 0	6,420 5 0	6,44,084 9 0	6,43,607 0 9	14,162 14 9	6,29,504 2 0	21,060 12 0	73,181 3 1

"Fort William, the 3d October 1788.

N ^o 10.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13.	14.	15.
"Names of the Pargunnahs.															
"Sirkar of Gauzeepoor.															
"Haveli Gauzeepoor	87,521 10 3	1,460 7 0	86,061 3 3	3,026 3 9	89,087 7 0	1,487 10 3	90,575 1 3	86,968 12 9							
"Mahomedabad	1,34,391 7 0	10,767 0 9	1,23,624 6 3	3,913 3 0	1,27,537 9 3	6,839 1 9	1,34,376 11 0	1,20,835 11 0	441 2 3	86,527 0 6	85,477 13 9				
"Zameenah	1,23,764 9 0	1,436 10 0	1,22,327 15 0	24,882 11 3	1,47,210 10 3	1,223 8 0	1,57,434 2 3	1,53,394 3 0	2,372 9 9	1,18,462 1 3	1,50,471 8 3	85,477 13 9	1,20,835 11 0	1,490 15 0	4,647 6 9
"Chowdah	44,213 3 6	2,119 11 3	42,093 8 3	5,024 13 0	47,113 5 3	6,288 12 3	53,407 1 6	53,508 13 6	370 0 3	1,53,024 1 3	1,45,780 4 9	1,50,471 8 3	1,20,835 11 0	1,490 15 0	15,913 9 9
"Kumrah	35,484 0 0	1,51 15 6	34,832 0 6	9,494 7 0	44,326 7 6	2,929 14 3	47,236 5 9	45,844 11 6	1,416 11 9	51,092 1 9	51,699 9 6	51,699 9 6	1,15,780 4 9	37,613 14 3	4,410 0 2
"Khanpore	28,329 7 3	905 9 0	27,363 14 3	2,527 14 9	29,891 13 0	723 3 9	30,615 9 0	25,869 15 6	97 12 6	45,746 13 6	34,339 15 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Shahabad	82,302 1 0	2,084 9 9	80,217 7 3	6,228 9 0	86,246 0 3	8,011 4 6	94,257 4 9	91,371 10 9		25,869 15 6	34,339 15 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Puthowar	71,141 13 9	2,168 1 0	68,973 12 9	1,601 4 9	70,575 1 0	7,988 3 6	78,663 5 0	73,888 0 6	3,879 1 9	87,492 1 0	85,266 10 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Zameenah	95,158 15 0	1,817 6 3	93,341 8 9	6,115 14 3	99,457 7 0	7,329 13 6	1,06,787 4 6	99,965 5 9		87,492 1 0	85,266 10 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Abdulla Gunge	4,501 0 0	320 2 9	4,180 13 3	134 1 9	4,314 15 0	308 11 9	4,623 10 9	4,398 9 9		87,492 1 0	85,266 10 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	39,249 12 0	188 9 0	39,061 3 0	1,520 2 3	31,561 5 3	2,413 8 6	33,974 13 9	31,722 5 6		87,492 1 0	85,266 10 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	1,10,471 4 6	1,335 8 0	1,09,135 12 6	13,660 6 6	1,23,096 3 0	7,471 6 9	1,30,567 9 9	1,27,240 15 9		87,492 1 0	85,266 10 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	1,06,191 8 6	5,036 13 0	1,01,154 11 6	10,559 9 0	1,11,664 5 3	2,666 0 9	1,14,330 6 0	1,05,280 2 3	3,523 15 6	1,17,717 1 3	1,08,386 4 6	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	1,40,891 3 3	7,361 4 6	1,33,529 14 9	7,351 12 9	1,40,911 1 6	13,863 15 3	1,54,775 10 9	1,34,812 7 0	1,002 8 0	1,04,085 10 3	95,729 12 9	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	31,298 2 6	581 0 0	30,717 2 6	3,036 13 6	33,754 4 0	2,484 11 6	35,838 11 6	30,993 2 6	2,220 0 3	1,32,592 1 9	1,33,396 5 0	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	8,153 0 0	14 0 0	8,139 0 0		8,139 0 0	452 10 6	8,591 10 6	7,736 7 0	852 2 3	30,141 1 3	31,198 2 6	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	55,297 5 0	1,240 7 9	54,056 13 3	5,563 12 3	59,620 9 6	5,819 0 6	65,439 10 0	62,570 8 9	276 2 6	7,460 1 6	7,094 13 6	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	20,501 0 0		20,501 0 0		20,501 0 0		20,501 0 0	18,901 0 0	2,235 13 3	60,536 11 6	50,476 0 6	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	10,002 0 0		10,002 0 0		10,002 0 0		10,002 0 0	8,502 0 0		18,901 0 0	18,901 0 0	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
"Bakheri	20,724 11 0		20,724 11 0		20,724 11 0		20,724 11 0	8,502 0 0		18,901 0 0	18,901 0 0	51,699 9 6	1,15,780 4 9	809 4 0	2,314 15 9
Total of the Sirkar of Gauzeepoor	12,40,588 1 6	39,549 3 6	12,01,038 14 0	1,04,701 11 6	13,05,740 9 6	86,881 9 3	1,39,262 2 9	1,29,737 8 9	18,488 0 6	12,78,849 8 3	12,61,198 10 6	11,683 2 6	11,94,515 8 0	1,02,822 0 9	1,13,772 10 6
"Sirkar of Juanpore.															
"Haveli Juanpore	1,54,509 7 3	3,042 10 6	1,51,466 12 9	5,948 2 9	1,57,414 15 6	2,539 7 0	1,59,954 6 6	1,55,583 12 9							
"Bante	92,356 7 9	19 2 0	92,337 5 9	2,526 0 6	94,863 3 0	3,099 11 9	98,543 2 0	96,226 3 9	2,821 5 6	1,52,782 7 0	1,50,735 7 6		1,54,075 7 6	1,508 5 0	7,171 15 6
"Angurice	90,979 0 3	595 7 0	90,383 9 3	5,696 0 0	96,079 9 3	5,303 11 6	1,01,363 4 9	98,105 9 3	255 13 9	95,947 6 0	95,788 15 6		87,678 15 6	8,524 4 3	2,595 12 0
"Zameenah	15,111 1 6	133 14 9	14,977 2 9	960 14 9	15,938 1 6	215 6 0	16,153 7 6	15,632 6 6	146 9 9	97,058 15 6	93,817 8 0		83,817 8 0	14,288 1 3	3,490 5 3
"Mehadana	1,87,922 3 3	633 4 9	1,87,288 14 6	4,984 1 9	1,92,273 3 3	3,173 2 0	1,95,446 2 9	1,86,416 6 0	54 10 3	1,55,777 11 3	1,43,066 11 6		14,306 11 6	1,325 11 0	573 11 3
"Gopalpore	64,291 2 0	822 1 9	63,469 0 3	800 9 4	64,269 9 9	1,609 7 0	65,060 0 9	63,551 15 9		1,86,416 6 0	1,80,332 0 6		1,80,332 0 6	6,084 5 6	9,029 12 9
"Bakheri	83,581 10 9	854 14 0	82,726 12 9	5,414 8 3	88,141 5 0	1,759 3 6	89,900 8 6	84,553 7 3		63,551 15 9	63,304 14 9		63,304 14 9	247 1 0	2,408 1 0
"Gopalpore	1,05,131 13 9	1,028 7 0	1,04,103 4 9	10,437 1 0	1,14,440 7 9	4,259 9 9	1,18,800 1 6	1,13,913 15 9	1,627 5 9	83,226 1 6	84,350 7 3		84,350 7 3	503 0 0	6,674 7 0
"Bakheri	1,29,878 8 9	4,230 1 3	1,25,648 7 6	6,269 9 0	1,31,918 0 6	2,555 11 9	1,34,423 12 3	1,17,767 15 9		1,13,943 15 9	1,04,467 11 9		1,04,467 11 9	9,476 4 0	4,856 1 9
"Bakheri	28,087 12 0	718 5 3	27,369 6 9	4,598 2 9	31,967 9 6	3,281 7 6	25,249 1 0	31,323 9 3	417 0 9	1,17,350 15 0	1,21,852 9 6	4,084 9 9	1,17,767 15 9		17,072 13 3
"Bakheri	30,976 13 6	230 0 6	30,746 13 0	650 6 9	31,397 3 9	923 15 0	32,321 2 9	31,299 13 9	130 14 0	31,192 11 3	26,204 13 9		26,204 13 9	5318 11 6	4,056 5 9
"Bakheri	21,848 13 6	321 6 3	21,527 7 3	11 9 6	21,539 0 9	677 7 6	22,206 8 3	21,417 0 3		31,299 13 9	30,741 11 9		30,741 11 9	558 2 0	1,021 5 0
"Bakheri	99,957 11 6	2,721 2 0	95,236 9 6	12,870 4 6	1,08,106 14 0	5,032 10 6	1,13,129 8 6	1,09,341 13 0	155 5 6	21,261 12 9	16,397 5 6		16,397 5 6	5,049 10 9	944 13 6
"Bakheri	83,731 11 3	506 8 9	83,225 2 6	989 0 6	84,214 3 0	1,372 12 3	86,086 15 3	80,579 4 9	91 5 9	1,09,250 8 0	82,393 9 0		82,393 9 0	26,948 4 0	3,889 0 6
"Bakheri	21,200 0 0		21,200 0 0		21,200 0 0		21,200 0 0	20,140 0 0		78,959 4 3	80,551 4 9		80,551 4 9	28 0 0	7,127 11 0
"Bakheri	95,712 0 0	1,620 15 6	94,091 0 6	373 0 9	94,464 1 3	3,039 8 0	97,503 9 3	91,128 7 6		20,140 0 0	20,140 0 0		20,140 0 0		1,060 0 0
Total of the Sirkar of Juanpore	13,05,276 5 0	10,478 5 3	12,85,797 15 9	62,509 8 3	13,48,347 8 0	39,944 3 6	13,58,251 11 6	13,17,288 13 0	7,300 6 9	13,09,988 6 3	12,40,029 1 0	4,084 9 9	12,36,844 7 3	80,444 5 9	78,263 5 3

" Fort William, the 3d October 1788.

N ^o 10.	N ^o 1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.	12.	13. *	14.	15.
" Names of the Purgunnahs.															
" Sikar of Terhar.															
" Kuntal - - -	3,24,940 4 3	9,532 14 3	3,15,407 6 -	14,612 5 6	3,31,119 11 6	8,657 12 9	3,88,677 8 3	3,18,930 11 9	2,218 15 9	3,16,711 12 -	2,96,673 - 9	—	2,96,673 - 9	22,257 11 -	21,965 12 3
" Subtefs Chor - - -	25,249 10 9	4,248 10 9	21,001 - -	250 - -	21,251 - -	417 - -	21,668 - -	21,115 14 -	—	21,165 14 -	22,210 9 -	1,044 11 -	21,165 14 -	—	502 2 -
" Total - - -	3,50,189 15 0	13,781 9 -	3,36,408 - -	14,862 5 6	3,52,370 11 6	9,074 12 9	3,60,345 8 3	3,40,096 9 9	2,218 15 9	3,37,877 10 -	3,18,883 9 9	1,044 11 -	3,17,838 14 9	22,257 11 -	22,467 14 3
" Sikar of Allahabad. - Balance according to the Sub- - ter Jamma 'after deducting - the Amount of the Rajah's - Joghra, the Canongoe Re- - ceits of which have not - been received - - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—

" ABSTRACT.															
" Sikar of Benares - - -	6,11,477 1 6	7,332 8 -	6,64,144 9 6	24,027 5 9	6,88,171 15 3	17,590 9 9	7,05,762 9 -	6,69,402 10 6	2,279 - 9	6,6,123 9 9	6,42,076 7 -	16,288 14 -	6,26,387 9 -	43,015 1 6	38,638 15 3
" Sikar of Chunar - - -	6,76,753 2 -	31,479 14 -	6,45,273 4 -	41,565 1 9	6,88,838 5 9	30,487 7 -	7,17,325 12 9	6,50,564 14 -	6,420 5 -	6,41,144 9 -	6,43,667 9 9	14,162 14 9	6,29,504 2 -	21,060 12 -	73,181 3 9
" Sikar of Gwalpoor - - -	124,358 1 6	39,549 3 6	12,01,038 14 -	1,04,701 11 6	13,17,40 9 6	86,881 9 3	13,92,622 2 9	12,97,337 8 9	18,488 - 6	12,75,49 8 3	12,06,198 10 6	11,683 2 6	11,94,515 8 -	1,02,822 - 9	1,13,772 10 6
" Sikar of Jaunpoor - - -	13,55,276 5 -	19,478 5 3	12,85,797 15 9	62,509 8 3	13,18,307 8 -	39,944 3 6	13,88,251 11 6	13,17,288 13 -	7,300 6 9	13,00,988 6 3	12,40,929 1 -	4,084 9 9	12,36,844 7 3	80,444 5 9	78,263 5 3
" Sikar of Terhar - - -	3,55,189 15 -	13,781 9 -	3,36,408 6 -	14,862 5 6	3,52,370 11 6	9,074 12 9	3,60,345 8 3	3,40,096 9 9	2,218 15 9	3,37,877 10 -	3,18,883 9 9	1,044 11 -	3,17,838 14 9	22,257 11 -	22,467 14 3
" Sikar of Allahabad - - -	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	1,75,659 - -	—	1,75,659 - -	—	—
" Total Rupees - - -	44,19,943 - -	1,11,621 7 9	43,08,322 1 3	247,666 - 9	45,55,988 2 -	1,83,978 10 3	47,39,966 12 3	44,50,349 8 -	36,706 12 9	44,13,112 11 3	42,28,213 13 -	47,264 4 -	41,80,749 9 -	2,60,599 15 -	3,26,222 1 -

" Fort William, the 3d October 1788.

No. 12.
Accompany-
ing Letter
from Resident
at Benares.

" A COMPARATIVE and particular Statement of the Aboabs, &c. which were established
" those collected in 1194 Fussilee, specifying, 1st, The Names of the Purgunnahs;
" of 1187, which was continued till 1194. 4th, The Amount of Increase on old
" and 5thly, The total Amount of Aboabs in each Purgunnah in 1194: The Whole

" Names of the Pergunnahs, and of the different Aboabs, as they existed in
" 1187 Fussilee, during Cheyt Sing's Time.

Annual Amount of
each particular Abo-
ab in each Pergun-
nah, in 1187 Fussi-
lee.

Total Amount of Abo-
abs, &c. in each
Pergunnah, in 1187
Fussilee.

" Sircar of Benares.

" Havelce Benares.

" Shewpoor.

" Talook of Llohtah.

" Aboab, called Yekēe Anne-wa-neem Annee, or per Rupee 1½ Annas,
" making 9 R 6 An ½. In 1192, this Aboab was annexed to the Mal,
" or Land Revenue.

" Kufwar, in which there are Four Talooks, viz.

" 1st, Gungapoor.

" Aboab Kudcem, or Old Aboabs, in some Villages, at 4 R, and in others

" 3 R 2 per ½

" Batta-Juis (or Batta taken on Rupees of different Sums)

" Wakye Megarie, at 4 An ½

161 2 0

15 0 0

23 3 6

185 4 6

Carry over

" Fort William, the 3d October 1788.

the Zemindarry of Benares, in the Fustilee Year 1187, during Cheyt Sing's Time, and of
ly, The Amount of Aboabs in each Purgunnah in 1187; 3dly, That Proportion of the Aboabs
boabs continued from 1187, and that of new ones established in each Purgunnah since that Period;
ing drawn up from the Records of the Canongoes.

Different Aboabs, &c. as they existed in
" 1194 Fustilee, specifying, 1st, Those
" that were continued from 1187, and
" also those established in the Zemindarry
" of Benares, since that Period.

Amount of old Aboabs,
&c. continued from
1187 Fustilee, in each
Purgunnah.

Amount of new Abo-
abs, established since
1187, and existing
1194 Fustilee, in
each Purgunnah.

Annual Amount of
old and new Abo-
abs in each Purgun-
nah, as they existed
in 1194 Fustilee.

Total Amount of Abo-
abs, &c. in each Purgun-
nah, as they ex-
isted in 1194.

" Sirkar of Benares.

" Havelee Benares.

The Canongoes Nankar, established in
" 1192, at 8⁰⁰ $\frac{1}{2}$ —
Tussulacynne $\frac{1}{2}$ Village, 2 Rupees —

181 3 9
113 0 0

294 3 9

294 3 9

" Shewpoor.

Russloom Khuzana, or Treas^r Fees, esta-
" blished in 1192, at 1 $\frac{1}{2}$ —
Hooly Beiy Delume, established in 1192,
" at 3⁰⁰ 3 Pice $\frac{1}{2}$ —
Batta Sepah, or Sepoys Batta, at 8 A⁰⁰ $\frac{1}{2}$ —
The Canongoes Nankar, at 8 An⁰⁰ $\frac{1}{2}$ Do. —
Tussulacynne for the Canongoes, at $\frac{1}{2}$ Vil-
" lage, 2 R⁰⁰ —

386 3 3

77 1 9

193 3 9

192 14 9

77 0 0

926 7 6

926 7 6

" Talook of Llohtah.

Treasury Fees, established in 1192,
" at 1 $\frac{1}{2}$ —
Hooly Byy-defumee, at 3 An⁰⁰ 3 Pice
" $\frac{1}{2}$ Do. —
Burraye, at 3 R⁰⁰ 2 A⁰⁰ $\frac{1}{2}$ —
Multana (or Shroffage) at 1 R⁰⁰ $\frac{1}{2}$ 1,000
Wakaye Negaree, at 4 An⁰⁰ $\frac{1}{2}$ —
Dustoor Devanny, at 1 4 A⁰⁰ $\frac{1}{2}$ —
Khaftoh-Mulsuddean, or for the Mulsud-
" die's Expences, at 3 R⁰⁰ 2 A⁰⁰ $\frac{1}{2}$ —
Purkhary, at 10 An⁰⁰ $\frac{1}{2}$ —
Mehmanee, at (or Gifts taken from the
" Ryots) —
Batta for the Sepoys, at 8 A⁰⁰ $\frac{1}{2}$ —
Bhete or Fees, $\frac{1}{2}$ Village, 1 Rupee
Chundah, at various Rates —
Surf Khuzana, Deheze, and Notchowna,
" at 1 8 A⁰⁰ $\frac{1}{2}$ —
The Canongoes Nankar, at 8 An⁰⁰ $\frac{1}{2}$ —
Tussulacynne for the Do. $\frac{1}{2}$ Village,
" at 2 R⁰⁰ —

68 15 3

34 6 6

214 9 0

8 15 0

17 6 3

86 6 6

34 7 6

42 0 3

222 0 0

86 7 3

16 0 0

16 0 0

887 9 3

125 15 3

34 5 6

1,895 7 6

1,895 7 6

" Kufwar, in which there are Four Talooks, viz.

" 1st, Gungapoor.

Aboab Kudeem, or old Aboabs, as in 1187 1,612 0 0
Wakayee Negaree as in Do. 23 3 6
Batta Jins as in Do. 0 15 0

185 4 6

Carry over

Fort William, the 3d October 1788.

“ Names of the Purgunnahs, &c.		Annual Amount of each particular Aboab in each Purgunnah, in 1187 Fustice.	Total Amount of Aboabs, &c. in the Purgunnah, in Fustice.
“ Sircar of Benares continued, “ Kufwar, &c. continued.		Brought over	
“ 2d, Talook of Korowna.			
“ Hufdals-Annee, or an Aboab of 1 R ^e 1 An. $\frac{1}{2}$	— — — —	330 11 6	450 11
“ Bhete of Fees collected in an irregular Manner from the Villages	— — — —	120 0 0	
“ 3d, Talook of Jackeny.			
“ Burraye, at 3 2 An. $\frac{1}{2}$	— — — —	354 4 6	693 5 3
“ Surf-Khuzana, at 1 R ^e $\frac{1}{2}$	— — — —	112 4 9	
“ Dustoor Dewanny, at 1 Do. per Do.	— — — —	226 12 0	
“ 4th, Talook of Mujwa.			
“ Batta-Muttana, at 9 An. $\frac{1}{2}$	— — — —	185 0 0	508 4 1
“ Hufdah Annee, or 1 R ^e 1 An. $\frac{1}{2}$	— — — —	323 4 3	
“ Kutcher.			
“ Wakaye-Negaree, at 4 An. $\frac{1}{2}$	— — — —	121 8 0	1,721 12 6
“ Hyfabana, at 2 R. $\frac{1}{2}$	— — — —	944 7 3	
“ Khurtchpalkey, an or Aboab collected under the Denomination of Palanqueen			
“ Expences, at 2 An. $\frac{1}{2}$	— — — —	58 10 0	
“ Purhahey, at 8 An. $\frac{1}{2}$	— — — —	236 3 3	
“ Hoooley-Bezdefume, at $\frac{1}{2}$ Village 6 R.	— — — —	361 0 0	
“ N. B. All the Aboabs of this Purgunnah, as they existed in 1187, “ were, in the Year 1190, annexed to or incorporated with the “ Mal or Land Revenue.			

Carry over

" Fort William, the 31 October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fustice, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fustice, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fustice.	Total Amount of Aboabs &c. in each Purgunnah, as they existed in 1194
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Brought over

" Sirkar of Benares, continued.				
" Kufwar, continued.				
" 1st, Gungapoor, continued.				
" Increase upon the Aboab Kuddeem, since 1187, in some at 4 R' $\frac{1}{2}$ $\frac{1}{4}$	—	69 0 0		
" Batta Muttana and Deheze, at 1 4 An' $\frac{1}{2}$ $\frac{1}{4}$	—	130 0 6		
" Increase of the Aboab Wakaye-Negaree, since 1187, at 4 An' $\frac{1}{2}$ $\frac{1}{4}$	—	119 12 3		
" Treasury Fees established in 1192, at 1 R' $\frac{1}{2}$ $\frac{1}{4}$	—	368 4 6		
" Burraye, at 3 2 An' $\frac{1}{2}$ $\frac{1}{4}$	—	506 13 6		
" The Canongoes Nankar and Fustulaeyne	—	405 14 0		
			1,619 12 9	
" 2d, Korowna.				1,805 1 3
" Amount of the Aboabs of 1187, continued in 1194	73 15 6	—	73 15 6	
" Treasury Fees established in 1192, at 1 R' $\frac{1}{2}$ $\frac{1}{4}$	—	305 0 3		
" Hooly-Bezduumee, at 3 3 Pice $\frac{1}{2}$ $\frac{1}{4}$	—	55 0 9		
" Burraye, at 3 R' 2 An' $\frac{1}{2}$ $\frac{1}{4}$	—	171 5 0		
" Muttana and Chundah, at 1 R' 4 $\frac{1}{2}$ $\frac{1}{4}$	—	90 4 0		
" The Canongoes Nankar, as at 8 An' $\frac{1}{2}$ $\frac{1}{4}$	—	200 2 9		
" and Fustulaeyne, at 2 R' $\frac{1}{2}$ Village	—	—	821 12 9	
" 3d, Talook of Jackeene.				895 12 3
" Reduced Amount of Burraye, continued since 1187, at 3 2 An' $\frac{1}{2}$ $\frac{1}{4}$	276 13 0	—	—	
" Surf-Khuzana, at 1 $\frac{1}{2}$ $\frac{1}{4}$ Do.	112 4 9	—	—	
" Wakayee-Negaree, at 4 An' $\frac{1}{2}$ $\frac{1}{4}$ Do.	—	54 12 9	389 1 9	
" Muttana, $\frac{1}{2}$ 1000 R' —	—	8 13 6	—	
" Surf-Cootic, $\frac{1}{2}$ 1 R' —	—	228 5 3	—	
" The Canongoes Nankar, at 8 An' $\frac{1}{2}$ $\frac{1}{4}$	—	127 14 9	—	
" Fustulaeyne, $\frac{1}{2}$ Village, for Do. at 2 R'	—	98 0 0	517 14 3	
				907 0 4
" 4th, Talook of Mujwa.				
" Batta Muttana continued from 1187, at 1 R' $\frac{1}{2}$ $\frac{1}{4}$	185 0 0	—	—	
" Batta Hafdah-Annee, at 1 R' 1 An. Do.	47 2 3	—	232 2 3	
" Increase of the Muttana Aboab, since 1187, Do.	—	141 14 3	—	
" Dooftoor Dewanny, at 1 R' $\frac{1}{2}$ $\frac{1}{4}$	—	9 0 0	—	
" Burraye, at 3 R' 2 A' $\frac{1}{2}$ $\frac{1}{4}$	—	179 5 6	—	
" The Canongoes Nankar, at 8 A. $\frac{1}{2}$ $\frac{1}{4}$	—	349 3 9	679 7 6	
				911 9 9
" Kutcher.				
" The Aboab Kuddeem, or old Aboabs, were in 1190 annexed to the Land Revenue.				
" New Aboab, Aboab established since 1192.				
" Hooly-Bezduumee, at 4 An' $\frac{1}{2}$ $\frac{1}{4}$	—	171 15 9	—	
" Treasury Fees, at 1 R' $\frac{1}{2}$ $\frac{1}{4}$, and the Batta to the Sepoys, at 8 An' $\frac{1}{2}$ $\frac{1}{4}$	—	1,070 14 0	—	
" Muttana, at $\frac{1}{2}$ 1000 One Rupee	—	407 3 0	—	

" Carry over

Fort William, the 3d October 1788.

Names of the Purgannahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgan-
nah, in 1187 Fum-
lee.
Total Amount of A-
boabs, &c. in each
Purgannah, in 1187
Fumlee.

Sirkar of Benares, continued.

Brought over

Afraad.

An Aboab termed Hufdah-Annee, or
1 Rupee 1 An' per $\frac{1}{2}$ was collected
here, but in 1190 its Amount
was annexed to the Mal or Land
Revenue.

Hurhoohah.

Wakaye-Negaree, at 4 An' per $\frac{1}{2}$	—	—	—	69	10	6
Dustoor Dewanny, at 1 R" per $\frac{1}{2}$	—	—	—	136	0	0
Hysab-Anna, at 12 An' per $\frac{1}{2}$	—	—	—	203	5	3
Khurtch Palkey, at 2 An' per $\frac{1}{2}$	—	—	—	16	15	0
Hooly-Bezdefumee, at 1 R" per Village	—	—	—	25	0	0
Shagud-Pesha, at 4 An' per $\frac{1}{2}$	—	—	—	34	2	0
						485 0 1

Bhilesee.

Wakayee-Negaree, at 4 An' per $\frac{1}{2}$	—	—	—	163	11	0
Khurtch Mutfuddean, or for the Ex- pences of the Mutfuddies, at 8 An' per $\frac{1}{2}$	—	—	—			
Notchana, at 1 R" per $\frac{1}{2}$	—	—	—			
Foujedarry and Hysabane, at 2 R' per Village	—	—	—			
Yek-Soorka (a Deduction for the Defi- ciency in the Standard Weight of Ru- pees) at 1 R" 9 An' $\frac{1}{2}$	—	—	—	513	7	6
3						677 2

Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c:

Amount of old Aboabs, &c. continued from 1187 Fufilee, in each Purgunnah. Amount of new Aboabs, established since 1187, and existing 1194 Fufilee, in each Purgunnah. Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fufilee. Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.

" Sirkar of Benares, continued.				Brought over			
" Kutcher, continued.							
" Mehmanee collected from the Villages, at							
" various Rates							
" Bhete, or Fees, Do. Do. Do.					34	0	0
" The Canongoes Nankar, at 8 An' per %					96	0	0
" Fuffulaeyne for Do. per Village, 2 Rupees					553	12	0
					188	4	0
						2,522	0 9
							2,522 0 9
" Afraad.							
" The Aboab of 1187 was annexed to							
" the Land Revenue in 1190.							
" New Aboabs established since that Period.							
" Treasury Fees, at 1 R' %					146	2	0
" Hooly-Bezdufmnee, at 3 An' 3 Pice %					32	8	3
" Burraye, at 3 R' 2 An' %					302	11	9
" Muttana and Chundah, at 4 A' %							
" 1000 R'					62	15	6
" Wakayee-Negaree, at 4 An' %					62	2	3
" Duffoor Dewanny, at 1 R' %					112	4	0
" Aboab-Kotah-Batta, at 4 R' in some							
" Villages,					72	0	0
" The Canongoes Nankar, at 8 An'							
" % and					215	13	0
" Fuffulaeyne (for Do.) at 2 R' % Vil-							
" lage,						1,106	8 9
							1,106 8 9
" Hurhooka.							
" All the Aboabs that existed in this							
" Purgunnah in 1187 were in 1190							
" annexed to the Land Revenue,							
" except the Wakaye-Negaree, which							
" has been continued at 4 An' %,							
" amounted in 1194 to					52	8	0
						52	0 0
" New Aboabs since the Beginning of							
" 1192; viz.							
" Hooly-Besdesutnee, at 3 An' 3 Pice %					97	4	9
" Treasury Fees, at 1 R' % Do.					555	13	6
" Batta for the Sepoys, at 8 An' %					242	14	6
" Burraye, at 3 2 An' %					218	11	0
" Hyfabana, at various Rates					500	0	0
" Sud-doéc, or 2 R' %					160	2	0
" The Canongoes Nankar, at 8 An' %					361	7	6
" Fuffulaeyne for Do. % Village 2 R'					148	0	0
" Rozeena-Mohrer for Do. at 2 An' %					45	0	0
						2,329	5 3
							2,331 13 8
" Bhilesee.							
" Wakaye-Negaree, at 4 An' %, conti-							
" nued from 1187							
" For the Mutsuddies Expences, at 8 An'							
" % Do. Do.					131	14	0
" Notchowna, at 1 R' % Do. Do.							
" Bhete-Foujedarry and Hyfabana, at							
" 2 R' % Village. Do.					412	3	6
" Yek-Soorkha, at 1 9 An' % Do.							
						544	1 6
" Treasury Fees established in 1192, at 1							
" R' %					263	12	0
" Carry over							

Fort William, the 3d October 1788.

Names of the Purgannahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgan-
nah, in 1187 Fufi-
lee.

Total Amount of A-
boabs, &c. in each
Purgannah, in 1187
Fufilee.

Sirkar Benares, continued.

Brought over

Pundrah.

Wakaye Negaree, at 4 An' $\frac{1}{2}$	—	—	—	64	14	3
Aboab-Sure-Suddee, at 6 R' 8 An' $\frac{1}{2}$	—	—	—	431	5	0
Bhete (or Fees), at 1 R' $\frac{1}{2}$	—	—	—	15	11	0
Surf Khuzana, at 4 8 An' $\frac{1}{2}$	—	—	—	43	6	0
For the Mutsuddies Expences, at 1 R' $\frac{1}{2}$	—	—	—	88	9	0
Chittecawun, at 14 A' $\frac{1}{2}$	—	—	—	18	0	0
Sud-doé, or 2 R' $\frac{1}{2}$	—	—	—	153	0	0
Bhete Goshaine (or Fees for the Gossaignes), at 2 R' $\frac{1}{2}$	—	—	—	32	0	0
Bhete Mutsuddean, at 1 R' $\frac{1}{2}$	—	—	—	16	2	0
Sur-Khurtch, or for sundry Disbursements, at 1 4 An' $\frac{1}{2}$	—	—	—	19	0	3
Notchowun, at 2 R' $\frac{1}{2}$	—	—	—	31	4	0
Moherana, at 1 R' $\frac{1}{2}$	—	—	—	3	0	0
The Canongoes Ruffoom, at 1 R' $\frac{1}{2}$	—	—	—	52	15	0
Shagerd Peshha, at 2 An' per $\frac{1}{2}$	—	—	—			
(The Amount collected of this Aboab cannot be traced in the Records }						
of 1187)	—	—	—			969 2 6

Sirkar of Chunar.

Havelee Chunar.

Hufdah-Annee, or 1 R' 1 An. per $\frac{1}{2}$	—	—	—	387	4	6
Bhete, per Village, 6 Rupees	—	—	—	236	0	0
						623 4 6

(2546)

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuzilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuzilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuzilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Benares, continued.

" Bhilesee.

" Muttana Do. at Do. $\frac{1}{2}$ $\frac{1}{2}$
" Wakaye-Negaree Do. in 1190, at 4 An' $\frac{1}{2}$
" per $\frac{1}{2}$
" Mehmanee Do. in 1190, at 1 R^s per $\frac{1}{2}$
" Batta for the Sepoys Do. at 1 Do. per $\frac{1}{2}$
" Bhete Rajalahib, or Fees for the Raja, at
" 4 An' per $\frac{1}{2}$
" Bhete-Baboo-Sahib, at 4 An' per $\frac{1}{2}$
" Notchowna, at 1 R^s per $\frac{1}{2}$
" The Canongoes Nankar, at 8 A' per $\frac{1}{2}$
" Fuffulacynce for Do. per Village 2 R'

Brought over

263 12 0

65 13 0

263 12 6

263 14 6

53 2 6

65 13 0

263 12 6

217 9 0

123 0 0

1,844 5 0

" Pundrah.

" Wakaye Negaree, at 4 An' $\frac{1}{2}$ $\frac{1}{2}$, continued
" from 1187 —
" Aboab-Sure-Suddee, at 6 R' 8 An' $\frac{1}{2}$ $\frac{1}{2}$
" annexed to the Land Revenue in 1188, and
" amounted to 431 15 0
" Surf Khuzana, at 4 R' 8 An' $\frac{1}{2}$ $\frac{1}{2}$, Do. 43 6 0
" Mutfuddies Expences, at 1 R' $\frac{1}{2}$ $\frac{1}{2}$, Do. 34 2 0
" Chilleuwun, at 14 An' $\frac{1}{2}$ $\frac{1}{2}$, Do. — 17 0 0
" Sud-doëe, or 2 R' $\frac{1}{2}$ $\frac{1}{2}$, Do. — 153 0 0
" Bhete Gossaine, at 2 R' $\frac{1}{2}$ $\frac{1}{2}$, Do. — 32 0 0
" Suer-Khurtch, at 1 4 An' $\frac{1}{2}$ $\frac{1}{2}$, Do. 14 8 3
" Notchowna, at 2 R' $\frac{1}{2}$ $\frac{1}{2}$, Do. — 31 4 0

64 0 0

821 7 6

" New Aboabs, and Increase of old Ones
" since 1187.

" Wakaye Negaree, at 4 An' $\frac{1}{2}$ $\frac{1}{2}$
" Surf Kotah, at 1 R' $\frac{1}{2}$ $\frac{1}{2}$
" Sud-doëe, at 2 R' $\frac{1}{2}$ $\frac{1}{2}$
" Bhete Gossaine, at 2 R' $\frac{1}{2}$ $\frac{1}{2}$
" Notchowna, at 2 R' $\frac{1}{2}$ $\frac{1}{2}$
" Burraye established in 1190, at 3.2 An' $\frac{1}{2}$ $\frac{1}{2}$
" Duffoor Dewanny, Do. at 1 R' $\frac{1}{2}$ $\frac{1}{2}$
" Bhete Foujadarry, or Fougedarry Fees, at 1
" R' $\frac{1}{2}$ $\frac{1}{2}$
" Khurtch Durbar, or for Durbar Expences,
" at 2 R' $\frac{1}{2}$ $\frac{1}{2}$
" Kota-Batta, or Mullana, at 8 An' $\frac{1}{2}$ $\frac{1}{2}$
" The Canongoes Nankar, at 8 An' $\frac{1}{2}$ $\frac{1}{2}$

46 4 6

400 11 0

305 9 6

2 2 0

3 8 0

1,330 13 6

229 0 3

16 3 0

35 8 0

110 15 6

234 12 3

2,715 7 6

3,536 15 0

" Sirkar of Chunar.

" Havelee-Chunar.

" Hufdah-Annee, or 1 R' 1 An' $\frac{1}{2}$ $\frac{1}{2}$
" New Aboabs, established since 1187.
Increase of the Kuffah-Annee Aboab, at
" 1 1 An' $\frac{1}{2}$ $\frac{1}{2}$
" Burraye, at 3 2 An' $\frac{1}{2}$ $\frac{1}{2}$
" Muttana, at 10 An' $\frac{1}{2}$ $\frac{1}{2}$
" Wakaye Nogaree, at 4 An' $\frac{1}{2}$ $\frac{1}{2}$
" Duffoor Dewanny, at 8 An' $\frac{1}{2}$ $\frac{1}{2}$
" The Canongoes Nankar, at Do.
" Shahunghee collected, at various Rates

387 4 6

387 4 6

79 14 0

1,377 3 9

266 7 6

7 15 6

31 14 0

258 1 6

28 0 0

2,049 8 3

2,436 12 9

(2347)

Fort William, the 3d October 1788.

Names of the Purgannahs, &c.

Annual Amount of
each particular Ab-
ab in each Purgan-
nah, in 1187 Fumil-
lee.
Total Amount of
Ababs, &c. in the
Purgannah, in 111
Fumil.

" Sirkar of Chunar, continued.		Brought over		
" Bhugguit.				
" Bhete, 7 th Village, 6 R ¹	—	—	311 0 0	
" Wakaye Negaree, at 4 An 4 th 2 nd	—	—	289 6 9	660 6
			<hr/>	
			</	

Bhoely.				
Sul-doee, or 2 R ¹ per 2	—	—	511 2 9	
Duftoor Dewanny, at 1 R ¹ Do.	—	—	255 4 9	
Wakaye Negaree, at 4 An ¹ Do.	—	—	64 1 3	
Aboab-Kudeem, at 4 An ¹ Do.	—	—	622 14 0	
The Canongoes Duftoor, at 1 R ¹ Do.	—	—	255 5 8	
For the Kirkarrahs Expences, at various Rates	—	—	64 0 6	1,772 12

Agowree Burhur.				
Wakaye Negaree, at 4 An ¹ per 2	—	—	10 5 6	
Sazdah-Annee, at 13 An ¹ per Do.	—	—	220 7 0	
Hooly-Bez-defumee, at various Rates	—	—	16 0 0	
Duftoor Dewanny, at 1 R ¹ per 3	—	—	20 10 0	
Batta Kola	—	—	2 0 0	
Bhete	—	—	2 0 0	
Farukhutta (or Abbab from the Ryots when they receive their Ac-	—	—		
quittances from the Aumil) at various Rates	—	—	3 0 0	
Sure-Dhehee, or per Village, 1 R ¹	—	—	1,249 10 6	1,524 1

Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuffice, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuffice, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuffice.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Chunar, continued.

" Bhugguit.

" The Aboabs of 1187, were in 1190

" annexed to the Land Revenue.

" New Aboabs, established since 1187.

" Burraye, at 3 2 An' $\frac{1}{2}$ —" Multana, at 10 An' $\frac{1}{2}$ —" Hufdali-Anne, at 1 1 An' $\frac{1}{2}$ —

Brought over

941 3 6

211 12 6

376 3 3

1,529 3 3

1,529 3 3

" Rhalloopoor.

" Wakaye Negaree, at 4 An' $\frac{1}{2}$ conti-

" nued from 1187 —

" Duffoor Dewanny, at 1 R^e $\frac{1}{2}$ Do.

17 6 6

219 0 6

220 7 0

" New Aboabs, and Increase of old ones.

" Wakaye Negaree, at 4 An' $\frac{1}{2}$ —" Treasury Fees, at 1 $\frac{1}{2}$ —" Hooly Bez-defumee, at 3 An' and 3 Pice $\frac{1}{2}$ —" Multana, at 1 R^e $\frac{1}{2}$ 1,000 —" Burraye, at 3 2 An' $\frac{1}{2}$ —" Purkahey, at 1 R^e $\frac{1}{2}$ —

" Bhete, at various Rates —

" Sur-Khurtch, at Do. —

" Surkhatana, at 4 An' $\frac{1}{2}$ —" The Canongoes Nankar, at 8 An' $\frac{1}{2}$ —" Fuffulaeyne for Do. at 2 R' $\frac{1}{2}$ Village —

37 15 3

219 0 6

306 10 3

9 8 9

42 6 3

383 10 0

214 9 0

90 4 6

5 15 6

222 15 6

94 0 0

1,546 15 6

1,783 6 6

" Bhooley.

" Sud-doeé, or 2 R' $\frac{1}{2}$, continued from

" 1187 —

" Duffoor Dewanny, at 1 R^e $\frac{1}{2}$ Do." Wakaye Negaree, at 4 An' $\frac{1}{2}$ Do." Aboab Kudcem, at 4 R' $\frac{1}{2}$ Do. Do.

511 2 9

555 4 9

64 0 6

528 5 0

1,412 13 0

" Increase of old Aboabs, and new ones established since 1187.

" Sud-doeé, at 2 R' $\frac{1}{2}$ —" Duffoor Dewanny, at 1 R^e $\frac{1}{2}$ —

" Wakaye Negaree, at 4 An' Do. —

" The Canongoes Nankar, at 8 An' $\frac{1}{2}$ —" and Fuffulaeyne, at 2 R' $\frac{1}{2}$ Village —" Burraye, established in 1190, at 3 2 An' $\frac{1}{2}$ —" Treasury Fees, Do. in 1192, at 1 R^e Do. —

" For Durbar Expenses, exacted at various

" Rates —

836 10 0

392 13 0

102 10 3

384 6 0

2,083 9 0

674 1 0

14 0 0

4,488 1 3

5,900 14 3

" Agowree Burhur.

" All the Aboabs of 1187 were in

" 1190 incorporated with the Mal

" or Land Revenue.

" New Aboabs since 1187.

" Aboab Sure-Sudee, or $\frac{1}{2}$ 13 R' esta-

" blished in 1190 —

" Sure-Dehee, or $\frac{1}{2}$ Village 7 R' 8 An' —" The Canongoes Nankar, at 8 An' $\frac{1}{2}$ —

5,663 1 3

1,769 8 6

267 12 6

7,700 6 3

7,700 6 3

" Carry over

" Fort William, the 3d, October 1788.

Names of the Purgunnahs, &c.	Annual Amount of each particular Abob in each Purgunnah, in 1187 Fuffilee.	Total Amount of Abob, &c. in each Purgunnah, in 11 Fuffilee.
" Sirkar of Chunar, continued.	Brought over	
" Bijy-Ghur.		
" Sezdah-Annee, or 13 An' per 0	— — —	62 3 0
" Sure-Dehee, or per Village, 1 Rupee	—	369 0 0
		431 3
" Ahurrowa.		
" Kurtch Palkee, per 0 1 R"	— — —	63 8 0
" Dehez and Bhete, at various Rates	—	20 0 0
		83 8
" Mohwaye.		
" Bhete (or Fees) at 2 R' per Village	—	133 0 0
" Wakaye Negaree, at 4 An' per 0	—	47 9 6
" Khurtch Kurcarah (or for Kurcarah's Expences) at various Rates	—	40 13 6
" Farukhutana, at 1 R" per Village	—	29 0 0
" Khurtch Palkee, at 2 An' per 0	—	10 4 9
" Notchowna, at 8 An' per 0	—	81 11 3
" Purkhahey, at 7 An' per 0	—	40 11 9
		383 2
" Mohwarey.		
" Bhete, at 12 An' per 0	—	233 0 0
" Wakaye Negaree, at 4 An' per 0	—	54 9 3
" Khurtch Hircarah, at 4 An' per 0	—	54 11 3
" Fuvukhuland, at 1 R" per Village	—	48 0 0
" Khurtch Palkey, at 2 An' per 0	—	13 7 3
" Purkhahey, at 4 An' per 0	—	54 11 3
" Beree Ghullah, at 8 An' per 0	—	109 5 3
		567 12 1
" Kurreeat Sikhun.		
" Wakaye Nagaree, at 4 An' per 0	—	85 10 0
" Cota Batta, at 3 2 An' per 0	—	111 12 0
" Sod-doe, or 2 per 0	—	35 7 9
" Hubboobat, at 1 R" per 0	—	40 0 0
		272 13 9
" Carry over		

" Fort William, the 3d October 1788.

" Different Aboabs, &c.	Amount of old Aboabs, &c. continued from 1187 Fuffilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuffilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuffilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
" Sirkar of Chunar, continued.				
" Bijy Ghur.				
" The Aboabs of 1187 were in 1190 annexed to the Land Revenue.				
" New Aboabs established since 1187.				
Fee Sud, or $\frac{1}{2}$ 6 Rupees	_____	929 5 6		
Mullana $\frac{1}{2}$ 1000 R ^{ce} 1 R ^{ce}	_____	105 9 3		
The Canongoes Nankar $\frac{1}{2}$ 8 An ^a	_____	46 15 3		
			1,081 14 0	1,081 14 0
" Ahurrowa.				
" The Aboabs of 1187 were discontinued from the Fuffily Year 1189, and the following afterwards established.				
Bhete (or Fees) $\frac{1}{2}$ Village, 2 Rupees	_____	220 12 3		
Surf, at various Rates	_____	7 13 6		
Burraye established in 1192, at 3 2 An ^a $\frac{1}{2}$ Cent.	_____	56 10 9		
Do. Annce (or 2 An ^a $\frac{1}{2}$ R ^{ce}) at 12 7 An ^a $\frac{1}{2}$ Cent.	_____	1,059 10 3		
Do. Annce (or $\frac{1}{4}$ An ^a $\frac{1}{2}$ Do.) at 1 9 An ^a $\frac{1}{2}$ Cent.	_____	144 15 6		
The Canongoes Nankar, at 8 An ^a $\frac{1}{2}$ Do.	_____	86 8 0		
Fuffulaeyne for Do. at 2 R ^{ce} $\frac{1}{2}$ Village	_____	80 8 0		
			1,656 14 3	1,656 14 3
" Mohwaye.				
" All the Aboabs of 1187 were in 1190 annexed to the Land Revenue in and the following afterwards established.				
" Batta for the Sepoys established in the Beginning of 1193.				
Fuffilee, at 8 An ^a $\frac{1}{2}$ Cent.	_____	79 13 0		
Khorak, at 1 R ^{ce} $\frac{1}{2}$ Village	_____	68 0 0		
The Canongoes Nankar, at 8 An ^a $\frac{1}{2}$ Cent.	_____	100 8 0		
Fuffulaeyne for Do. at 2 R ^{ce} $\frac{1}{2}$ Village	_____	104 0 0		
			352 5 0	352 5 0
" Mohwarey.				
Bhete, at 12 An ^a $\frac{1}{2}$ Cent. continued from 1187	104 0 0		104 0 0	
" New Aboabs since 1187.				
Batta for the Sepoys, at 8 An ^a $\frac{1}{2}$ Cent.	_____	120 1 6		
Muttana, at 1 R ^{ce} $\frac{1}{2}$ 1000	_____	42 14 0		
The Canongoes Nankar, at 8 An ^a $\frac{1}{2}$ Cent.	_____	120 11 6		
Farukkutana, at 1 R ^{ce} $\frac{1}{2}$ Do.	_____	53 0 0		
			336 11 0	440 11 0
" Kurreeat Sikhun.				
Wakaye Negaree, at 4 An ^a $\frac{1}{2}$ Cent. continued from 1187	20 7 0			
Cota Batta, at 3 2 An ^a $\frac{1}{2}$ Cent.	90 0 0		110 7 0	
" New Aboabs since 1187.				
Treasury Fees, at 1 R ^{ce} $\frac{1}{2}$ Cent.	_____	70 1 0		
Dustoor Dewanny, at 1 Do. Do.	_____	82 1 0		
The Canongoes Nankar, at 8 An ^a $\frac{1}{2}$ Do.	_____	387 12 6		
			549 14 6	660 5 6

" Carry over

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab, in each Purgun-
nah, in 1787 Full-
lee.

Total Amount of
aboabs, &c. in
Purgunnah, in
Fulllee.

" Sirkar of Chunar, continued.				Brought over		
" Burwull.						
" Aboab-Kudeem, or Old Aboabs, at 2 R' 8 An' per $\frac{1}{4}$	—	—	—	}	475	13 6
" Kota-Batta, at 3 2 An' per Do.	—	—	—			
" Dufloor Dewanny, at 1 R' per Cent.	—	—	—			
						475 13

" Dhoofs.						
" Sud-doée, or 2 per $\frac{1}{4}$	—	—	—	—	190	0 6
" Hooley-Bez-defumee, at various Rates	—	—	—	—	37	13 3
" Kota-Batta, at 3 2 An' per $\frac{1}{4}$	—	—	—	—	100	0 6
" Khurtuch Mulfuddean, at 8 An' per $\frac{1}{4}$	—	—	—	—	86	5 3
" Bhete-Maha Raja Sahibs (or Fees for the Rajah), at 8 An' per $\frac{1}{4}$	—	—	—	—	97	0 0
" Bhete, or Fees, per Village, at various Rates	—	—	—	—	160	0 0
" Wakaye-Negaree, at 8 An' per $\frac{1}{4}$	—	—	—	—	86	5 3
" Sezaurilce, at 13 An' per $\frac{1}{4}$	—	—	—	—	631	6 0
						1,388 15

" Nirwan.						
" Sure-Sudee (or per $\frac{1}{4}$) at 4 R' 11 An' per $\frac{1}{4}$	—	—	—	—	1,403	9 0
" Sure-Dehee, or per Village, at various Rates	—	—	—	—	256	0 0
						1,659 0 0

" Carry over

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Fuffi-
lee.
Total Amount of A-
boabs, &c. in each
Purgunnah, in 1187
Fuffilee.

" Sirkar of Chunar, continued.

Brought over

" Mujwar.					
" Wakaye-Negaree, at 4 An' per $\frac{1}{2}$	—	—	—	41	0 6
" Aboabs Hufdah Annee, or 1 R ^{ce} per $\frac{1}{2}$	—	—	—	444	7 6
" Khurtch Hircarah, at various Rates	—	—	—	14	12 6
" Farukhuttana, or Fees taken from the Ryotts on granting them Acquit- tances, at 1 Rupee each Acquittance	—	—	—	9	0 0
" Khurtch Palkee, at 2 An' $\frac{1}{2}$, and Notchowna at various Rates	—	—	—	33	4 0
" Khurtch Mutsuddean, or for the Expences of the Mutsuddees, at per Village, " 2 R ^{ce}	—	—	—	126	15 0
" Sha-Gud-Pefha (or Aboab for the Aumil's Servants) collected at various Rates	—	—	—	11	0 0
					680 7 6
" Mehaeje.					
" Suré-Dehee, or per Village, 5 R ^{ce}	—	—	—	4,672	0 0
					4,672 0 0

" Burrah.					
" Wakaye Negaree, at 4 An' per $\frac{1}{2}$	—	—	—	81	5 0
" Bhete, or Fees collected at various Rates	—	—	—	48	0 0
" The Canonges Dustoor, at 1 R ^{ce} per Village	—	—	—	121	8 0
" Hooly-Bez-defume, at various Rates	—	—	—	40	0 0
" Hyfabana, per Village, 1 R ^{ce}	—	—	—	89	0 0
" Shajud Pefha, at 2 An' per $\frac{1}{2}$	—	—	—	41	11 0
					413 8 0

" Sirkar of Ghazepoor.

" Havelee Ghazepoor.

" Dunbar Dewanny, at 1 R ^{ce} per $\frac{1}{2}$	—	—	—	837	8 3
" Hooly Bez-defume, at various Rates	—	—	—	108	12 0
					946 4 3

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.	Amount of old Aboabs, &c. continued from 1187 Fuffilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuffilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuffilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
" Sirkar of Chunar, continued.				
" Nirwan, continued.	Brought over			
" Batta Muttana, at 1 R ^o per 1000 R.	—	124 4 9		
" The Canongoes Nankar, at 8 An ^o per 2	—	243 15 0		
" Fuffulaeyne for Do. per Village 2 R ^o	—	308 0 0		
			1,730 14 9	3,309 14 0
" Mujwar.				
" Wakaye Negaree, at 4 An ^o per 2, continued from 1187	32 0 6	—	32 0 6	
" All the Aboabs of 1187 were in 1190 annexed to the Mâl or Land Revenue, and the following new Ones afterwards established, viz.				
" Treasury Fees, at 1 R ^o per 2, established in 1192	—	613 0 0		
" The Canongoes Nankar, at 8 An ^o per 2	—	186 1 0		
" Fuffulaeyne for Do. at 2 R ^o per Village	—	209 5 9		
			1,008 6 9	1,040 7 3
" Mehaije.				
" Suré-Deheé, or per Village, 5 R ^o continued from 1187	467 2 0	—	467 2 0	
" Increase of the above Aboab since 1187				
" Fuffilee	—	66 14 0		
" Purkhahey, at 4 An ^o per 2	—	213 3 9		
" Batta for the Sepoys, at 8 An ^o per 2	—	277 3 3		
" Bhete (or Fees) collected only for some Villages, at 2 R ^o each	—	93 0 0		
" The Canongoes Nankar, at 8 An ^o per 2	—	277 3 3		
			927 8 3	1,394 10 3
" Burrah.				
" Wakaye Negaree, at 6 An ^o per 2 continued from 1187	81 5 0	—		
" Bhete (or Fees) collected at various Rates, Do.	40 0 0	—		
" Hyfabana, for the settling the Accounts of the Ryotts, at 1 Rupee per Village	43 15 0	—	165 4 0	
" Increase of old Aboabs, and new ones, established since 1187 Fuffilee, viz.				
" Increase of the Wakaye-Negaree Aboabs since 1187	—	19 3 9		
" Mattana, established in 1192, at 4 An ^o per 2	—	177 5 9		
" Batta for the Sepoys, at 8 An ^o per 2	—	197 3 9		
" Chittuawun (or Aboab taken from the Ryotts when they receive Authority or Permission from the Renter to cut their Grain, at per Village, 1 Rupee	—	62 0 0		
" The Canongoes Nankar, at 8 An ^o per 2	—	197 5 9		
			653 13 0	819 1 0
" Sirkar of Ghazepoor.				
" Havelce-Ghazepoor.				
" Hooley-Bez-desume, at 4 R ^o per 2, continued from 1187	108 12 0	—	108 12 0	
" The other Aboab of 1187, viz. The Duffoor Dewanny, was annexed to the Land Revenue in 1189 Fuffilee				

" Carry over
29 X

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Fuffi-
lee.

Total Amount of
boats, &c. in 11
Purgunnah, in 11
Fufflee.

" Sirkar of Ghazepoor.

Brought over

" Mahommedabad and Kureeat-Pulhey.

" Khurtch Sezaureil, or for the Sezaureil's Expences, collected at various Rates	1,906	2	6	
" Batta on Gouheershahey Rupees, at 4 11 An' $\frac{2}{3}$	1,353	8	9	
				3,259 11

" Zimaneeah.

" Batta Muttana, at 1 11 An' per $\frac{2}{3}$	821	15	3	
" Sur-Suddie, or per $\frac{2}{3}$, 6 6 An' Do.	6,990	0	6	
" Surf Cotee, at 4 11 An' Do.	5,257	11	0	
" Wakaye-Negaree, at 1 4 An' Do.	1,209	9	0	
" Kurtch Mutsuddean, or Expences of Mutsuddies, or per Village, 1 R ^{ss}	221	0	6	
" Farukhutana, at 1 Rupee per Farukhutty or Acquittance	102	15	9	
" Surf Gouhurshahey (or Batta on Gouhurshahey Rupees to make them " equal to Siccas) at 4 11 An' per $\frac{2}{3}$	6,070	4	6	
				20,673 8 6

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.	Amount of old Aboabs, &c. continued from 1187 Fuffilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuffilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuffilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
" Sirkar of Ghazepoor, continued.		Brought over		
" Havellee Ghazepoor, continued.				
Treasury Fees established in 1192, at 1 R ¹ 2 An ¹ per 1000				
Wakaye-Negaree, at 4 An ¹ per 1000	—	951 8 3		
Sezawielee, at 1 8 An ¹ per 1000	—			
Muttana, at 1 11 An ¹ per 1000	—	441 2 3		
The Canongoes Nankar, at 8 An ¹ per 1000	—	427 6 0		
			1,828 0 6	1,928 12 6
" Mahommedabad and Kureeat-Pulhey.				
Batta on Gouhiushahey Rupees, at 4 11				
" An ¹ per 1000, continued from 1187	1,353 8 9		1,353 8 9	
Increase on the above Aboabs since 1187	—	2,546 15 3		
Chundah, established in 1192 at various				
" Rates	—	172 6 9		
" Shahunghee, at 6 An ¹ per 1000	—	258 11 9		
" Newta (an Aboab exacted from the Ryotts				
" upon the Celebration of a Marriage in				
" the Aumil's Family) at 8 An ¹ per 1000	—	637 5 9		
" Chittuawun, at 5 R ¹ 2 An ¹ per Chitty	—	269 14 0		
" Mehmaney, at 8 An ¹ per 1000	—	295 10 3		
" Beréfhagud-Pelha, at 4 An ¹ Do.	—	167 4 6		
" Muttana, at 12 An ¹ 6 Pice per Do.	—	103 15 3		
" Kurtch-Arazie (or Aboab collected from				
" the Ryotts upon measuring their Lands)				
" at 4 An ¹ per 100 Begahs—This Aboab	—	451 11 9		
" is also collected at various other Rates				
" Kum-Wazun (or for the Deficiency of				
" Weight in the Rupees paid by the				
" Ryotts) at 1 9 An ¹ per 1000	—	2,372 9 9		
The Canongoes Nunkar, at 8 An ¹ per 1000	—	134 0 0		
Fuffulaeyne for Do. at 2 R ¹ per Village	—	102 5 6		
			7,512 14 6	8,866 7 3
" Zimaneeah.				
Batta, at 1 11 An ¹ per 1000, continued from				
" 1187	29 15 9			
Wakaye-Negaree and Duffoor Dewany, at				
" 1 4 An ¹ per 1000	1,209 9 0		1,239 8 9	
" All the other Aboabs of 1187 in this				
" Pergunnah were discontinued in				
" 1192.				
Increase on the Wakaye-Negaree Aboab				
" of 1187	—	313 15 9		
Treasury Fees established in 1192 at 1 R ¹				
" per 1000	—	1,141 15 6		
Burraye, at 3 2 An ¹ per 1000	—	3,175 15 6		
Hooly-Bez-defumeé, at 3 An ¹ 3 Pice per 1000	—	1,015 8 9		
Batta for the Sepoys, at 8 An ¹ per 1000	—	607 15 6		
Surf-do-Annee (on Treffooly R ¹) at 12 R ¹				
" 8 An ¹ per 1000	—	1,625 3 0		
The Hizees Ruffoom, at 1 R ¹ per Village	—	304 12 0		
The Canongoes Nankar, at 8 An ¹ per 1000	—	664 10 3		
Fuffulaeyne for Do. at 2 R ¹ per Village	—	163 14 9		
			9,013 15 0	10,253 7 9

" Carry over

" Fort William, the 3d October 1788.

Names of the Purgunnahs, &c.	Annual Amount of each particular Aboab in each Purgunnah, in 1187 Fullness.	Total Amount of Aboabs, &c. in each Purgunnah, in 1187 Fullness.
" Sikar of Ghazepoor, continued.	Brought over	
" Chowdah.		
" Aboab Sure-Suddie, or per Cent. 17 R' 14 An'	—	12,756 4 9
" Do. Sure-Dehee, or per Village at 7 R' each	—	1,727 13 9
" Batta Multana, at 1 9 An' per %	—	338 3 9
		14,822 6 3
" Kundah.		
" Multana, at 5 An' 6 Pice per %	—	102 14 0
		102 14 0
" Sekunderpoor.		
" Batta Bazar, at 2 9 An' per % collected only from the Talook of Nuggera	—	724 10 3
" Yek-Annie (from the Do.) at 6 R' 4 An'	—	208 1 3
		932 11
" Khureed.		
Batta on Gouhushahey Rupees, at 4 R' 11 An' per %	—	1,420 11 0
" Batta Bazar, at 2 R' 9 An' per Do.	—	3,006 8 6
		4,427 3
	" Carry over	

(2558)

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs,
&c. continued from
1187 Fuffilee, in each
Purgunnah.Amount of new Abo-
abs, established since
1187, and existing
1194 Fuffilee, in each
PurgunnahAnnual Amount of
old and new Abo-
abs in each Purgun-
nah, as they existed
in 1194 Fuffilee.Total Amount of A-
boabs &c. in each
Purgunnah, as they
existed in 1194.

" Sirkar of Ghazepoor, continued.		Brought over	
" Chowfah.			
" All the Aboabs of 1187 in this Purgunnah were discontinued in 1192, except the following One.			
" Batta Multana, at 9 An' per ½	220 9 0		220 9 0
" New Aboabs.			
" Abroab, Do. Annee (or 2 An' per Rupee for Batta on Tresfully Rupees) at 12 Rupees 8 An' per ½	5,665 10 9		
" Bereeat or Hubboobut (being several Aboabs joined together) collected at various Rates	1,196 2 9		
" The Canongoes Nankar, at 8 An' per ½	230 11 6		
" Fuffilacayne for Do. at 2 R' per Village	392 6 0		
		7,484 15 0	7,705 8 0
" Kundah.			
" Multanah, at 5 An' 6 Pice per ½ continued from 1187	97 12 6		
" New Aboabs since 1187.			
" Yek-Anné (or 1 An' per Rupee) at 6 R' 4 An' per ½	2,400 14 0		
" Sure-Dehee, or per Village, 7 Rupees	294 0 0		
" The Canongoes Nankar, at 8 An' per ½	215 0 3		
		2,909 14 3	3,007 10 9
" Sekunderpoor.			
" Batta, at 2 R' 9 An' from 1189 Fuffilee	465 13 0		465 13 0
" New Aboabs since 1187.			
" Batta Gonhushahy, at 4 R' 11 An' per ½	5,929 7 6		
" Newta, at 8 An' per Village	412 15 0		
" Chitrawun and Kurtch Mutsuddean, at 3 R' 8 An' per Village	348 8 0		
" Hooley-bez-defumee, at 6 An' per ½	162 0 0		
" For the Batta to the Sepoys, at 8 An' per ½	491 0 0		
" Treasury Fees established in 1192, at 1 R' per ½	981 2 9		
" The Kezees Ruffoom, at 4 An' per ½	67 11 0		
" Khurch Sezawul, or for the Sezawul's Expences, at 1 R' per ½	1,003 8 6		
" Blite Dewanny, at 1 R' per ½	179 4 0		
" Hyfabana, at 1 R' per Village	106 8 0		
" Ruffeed Anna (or Aboab exacted from the Ryotts when they get Receipts from the Amil for Money paid on Account of their Rents or Revenue) at 8 An' per ½	61 14 6		
" The Canongoes Nankar, at Do.	560 12 6		
" Khureed.			
" Batta Gonhushahy, at 4 R' 11 An' per ½ from 1187	502 12 6		
" Batta Bazar, at 2 9 per ½ Do.	1,052 7 9		1,505 4 3

" Carry over

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Fufi-
les.

Total Amount of A
boabe, &c. in ea
Pergunnah, in 111
Fufilce.

" Sircar of Ghazepoor, continued.

Brought over

" Bulleeah.			
" Batta on Gohurshahey Rupees, at 4 R' 11 An' per $\frac{1}{2}$	—	—	3,166 3 6
" Batta per Cent. at 2 R' 9 An'	—	—	1,102 11 9
" Hyfabana and Bulkutty, at 5 R' 8 An' per Village	—	—	252 0 0
			<u>4,520 15</u>

" Khampoor.

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuffilee, in each Purgunnah

Amount of new Aboabs, established since 1187, and existing 1194 Fuffilee, in each Purgunnah

Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 194 Fuffilee

Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.

		Brought over		
" Sirkar of Ghazepoor, continued.				
" Khureed, continued.				
" New Aboabs since 1187.				
" Wakaye-Negaree, at 4 An' per 2	_____	94	13	6
" Hooley-Bez-defume, at 4 An' Do.	_____	215	5	9
" Treasury Fees, at 1 R ^{ee} Do.	_____	224	8	9
" Sezawulee, at 1 Do. Do.	_____	187	12	6
" Bhete (or Fees) collected, at various Rates	_____	10	0	0
" Mehmanee, at 8 An' per 2	_____	288	7	3
" Yek-Annee (or Annee per Rupee), at 6 R ^{ee} 4 An' per Cent.	_____	922	6	3
" Ziladarry, at various Rates	_____	124	12	0
" The Canongoes Nankar, at 8 An' per 2	_____	95	2	3
		<u>2,163</u>	4	3
				3,668 8 6
" Bulleeah.				
" Batta on Gouhurshahey Rupees, at 4 R ^{ee} 11 An' per 2, from 1187	1,256 5 0			
" Batta per Cent. 2 R ^{ee} 9 An'	1,102 11 9			
" Hyfabana and Bulkutty, at 5 R ^{ee} 8 An' per Village	252 0 0			
	<u>2,611</u>	0	9	
" Increase on old Aboabs, and new ones, established since 1187 Fuffilee.				
" Increase on the Batta Aboab	_____	1,117	4	6
" Do. on Hyfab-Anna and Bulkutty	_____	295	11	6
" Chundah, at 4 An' per Cuboolait	_____	30	5	0
" Khurtch-Dehee, at various Rates per Village	_____	51	10	9
" Hooley-Bez-defume, at 2 R ^{ee} per 1000 Rupees	_____	1,773	11	0
" Treasury Fees, at 1 R ^{ee} per 2	_____	893	8	9
" Sezawulee, at 2 R ^{ee} per 2	_____	1,206	5	6
" Bhete, at 1 R ^{ee} per 2	_____	874	8	0
" Beree Ghuttah, at various Rates	_____	179	8	9
" Ruffeed Ana and Hyfabana, at 1 10 An' per 2	_____	5,516	11	0
" The Mutsuddies Ruffooma, at 12 An' per 2	_____	666	14	3
" Khurtch-Durbar, or for Durbar Expenses at 6 An' per 2	_____	488	13	0
" The Canongoes Nankar, at 8 An' per 2	_____	444	13	3
" Moherana (for the Kasies Ruffooma), at 1 R ^{ee} per Cuboolait	_____	50	0	0
" Bereat, at various Rates	_____	83	1	6
		<u>13,473</u>	14	9
				16,083 15 6
" Khanpoor.				
" Batta-Muttana, at 4 An' per 2	_____	62	11	0
" Wakaye-Negaree, at 4 An' per 2	_____	62	11	9
" Hooley-Bezdefume, at 4 3 Rice per 2	_____	52	14	0
" Batta for the Sepoys, at 8 An' per 2	_____	131	12	3
" Ruffoom Khuzana, or Treasury Fees, at 1 R ^{ee} per C ^t	_____	264	4	3
" The Canongoes Nankar, at 8 An' per 2	_____	148	14	6
		<u>723</u>	3	9
				723 3 9
" Carry over				

“ Fort William, the 3d October 1788.

“ Names of the Purgunnahs, &c.	Annual Amount of each particular Abode in each Purgunnah, in 1187 Fullice.	Total Amount of Abode, &c. in each Purgunnah, in 1187 Fullice.
“ Sirkar of Ghazepoor, continued.	Brought over	
“ Shadeabad.		
“ Surf-Yek-Annee (or Batta of 1 Anna per Rupee) at 6 R' 4 An' per ̄	5,956 11 9	
“ Batta on Gonhuzshahey Rupees, at 4 R' 11 An' per ̄	2,931 5 9	
	<u>8,888 1 6</u>	
“ Putchowlur.		
“ Batta Muttana, at 1 R' 9 An' per ̄	1,060 13 0	
	<u>1,060 13 0</u>	
“ Zchoorabad.		
“ Behdanwn.		
“ Batta Multana, at 2 An' per ̄	32 15 6	
	<u>32 15 6</u>	
“ Gurrah.		
“ Batta (or Difference between Gonhuzshahey and Treffooley Rupees, at 2 R' 9 An' per ̄	217 12 0	
“ Batta (between Gonhuzshahey Rupees and Siccas, at 4 R' 11 An' per ̄	2,580 0 6	
3	<u>2,797 12 6</u>	
	“ Carry over	

(2562)

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fufilee, in each Purgunnah. Amount of new Aboabs, established since 1187, and existing 1194 Fufilee, in each Purgunnah. Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fufilee. Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.

" Sirkar of Ghazepoor.

" Shadeabad.

Brought over

" Surf-Yek-Annee, at 6 R' 4 An' per %
" continued from 1187
" Batta on Gonhuzshahey Rupees, D° at
" 4 R' 11 An' per %

4,625 9 0
2,931 5 9

7,554 14 9

" New Aboabs since 1187, and Increase
" on old Ones.

" Increase on the Batta on Gonhuzshahey
" Rupees

" Wakaye-Negaree, at 4 An' per %

" Kota Batta, at 4 8 per %

" Hooley-Bezdefumée, at 2 R' per Village

" Treasury Fees, at 1 R^{ee}

" Kurth Sezawul (or for the Sezawul's Ex-

" pences) at 1 R^{ee} per %

" The Canongoes Nankar, at 8 An' per %

" Fuffulacyne for D°, at 2 R' per Village }

947 12 0
20 0 0
409 12 0
209 12 0
713 13 6
660 3 6
476 6 0

3,431 8 0

10,988 6 9

" Putchoutur.

" Batta Muttana, at 1 9 per %, continued
" from 1187

4 9

689 4 9

" New Aboabs since 1187 Fufilee.

" Batta on Gonhuzshahey Rupees, at 6 4

" An' per %

" Chitteawun, at 8 An' per %

" Batta for the Sepoys, at 1 2 An' per %

" Treasury Fees, at 1 per %

" The Canongoes Nankar and other vari-

" ous Aboabs, at 2 R' per %

3,032 10 0
121 8 0
318 3 6
613 5 6

1,235 9 9

5,321 4 9

6,010 9 6

" Zchoorabad.

" Chitteawun, at 2 R' per 1,000 Rupees

" Batta on Gonhuzshahey Rupees, at 4 11

" An' per %

" Treasury Fees, at 1 R^{ee} per %

" Kurth Sezawul (or for the Sezawul's

" Expences) at 1 R^{ee} per %

" The Canongoes Nankar, at 8 An' per %

280 5 9

4,893 13 3

982 0 6

1,038 2 3

135 7 9

7,329 13 6

7,329 13 6

" Belidanwn.

" New Aboabs since 1187.

" Batta on Gonhuzshahey Rupees, at 4 R'

" 11 An' per %

" Chitteawun, at 4 An' per %

" Treasury Fees, at 1 R^{ee} per %

" Bhete (or Fees) per Village, at various

" Rates

" The Canongoes Nankar, at 8 An' per %

1,195 6 6

55 7 0

237 4 3

257 2 0

149 6 6

1,894 10 3

1,894 10 3

" Gurrah.

" Batta, at 2 R' 9 An' continued from 1187

" Batta, or Gonhuzshahey Rupees, at 4 R'

" 11 An' per % Do.

217 12 0

1,431 8 0

1,649 4 0

" Carry over

(2563)

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Fami-
lee.
Total Amount of A-
boabs, &c. in each
Purgunnah, in 1187
Familee.

" Sirkar of Ghazepoor, continued.

Brought over

" Dehmah.

" Surf Gohuzshahey (or Batta between Gohuzshahey Rupees and Siccas) at

" 6 Rupees 4 An' per 1/2	—	—	—	1,072	2	0
" Batta, at 2 R' 9 An' per 1/2	—	—	—	42	1	0

1,114 3

" Kopah.

" Batta on Gunhuzshahey Rupees, at 4 R' 11 An' per 1/2

— — 2,858 11 9

2,858 11

" Talook of Abdhullah Gunge.

" Sirkar of Juanpoor.

" Havelee Juanpoor.

" Wakaye-Negaree, at 4 An' per 1/2	—	—	—	519	9	6
" Tekreer and Bhete, at 3 R' per 1/2	—	—	—	3,227	10	0
" Burraye, at 3 2 An' per 1/2	—	—	—	663	0	0
" Batta Alumgaree, at 4 3 An' per 1/2	—	—	—	4,196	9	3

8

8,606 12

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c:

Amount of old Aboabs, &c. continued from 1187 Fustilee, in each Purgunnah.

Amount of new Aboabs, established since 1187, and existing 1194 Fustilee, in each Purgunnah.

Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fustilee

Total Amount of Aboabs, &c. in each Purgunnah as they existed in 1194.

" Sirkar of Ghazepoor, continued.

" Gurrah, continued.

Brought over

" Increase of old Aboabs, and new ones
" established since 1187.

" Increase on the Batta on Gonhuzhahey

" Rupees

" Hooley Bez-desumé, at 3 An' 3 Pice per %

" Treasury Fees, at 1 R^{ce} per %" Bhete (or Fees) at 2 R^{ce} per Village

" The Canongoes Nankar, at 8 An' per %

634 6 3

82 2 0

328 13 6

76 0 0

166 4 0

1,287 9 9

2,936 13 9

" Dehmah:

" Surf-Gonhuzhahey, at 6 4 An' per %

" continued from 1187

" Batta, at 2 9 per % Do. Do.

146 2 0

42 1 0

188 3 0

" Increase on old Aboabs, and new ones
" established since 1187.

" Increase on the old Aboab

" Chitteawun, at 5 R' 8 An' per Cubbooleit

" Beree Sha Gird Peshna (or Fees for the

" Aumils Duffoor) at 8 An' per Village

" Wakaye Negarce, at 4 An' per %

" Treasury Fees, at 1 R^{ce} per %

" Cubbooleit-Anna, at 1 R' per Village

" Khurch Sezawul (or for the Sezawuls

" Expences) at 1 R^{ce} per %

" The Canongoes Nankar, at 8 An' per %

234 1 6

57 0 0

41 3 6

20 9 0

82 6 0

23 0 0

82 6 0

150 0 0

690 10 0

878 13 0

" Kopah.

" Batta on Gonhuzhahey Rupees, conti-

" nued from 1187, at 4 R' 11 An' per %

2,858 11 9

2,858 11 9

" Increase on the Batta Aboab

2,638 6 0

" New Aboabs.

" Sezawulee, at 1 R^{ce} per %

" Batta between Treffooley and Gonhuzha-

" hey Rupees, at 2 9 per %

" Mehmaney, at 1 R^{ce} per %

" Khurch Dehee, at various Rates

" The Canongoes Nankar, at 8 An' per %

527 3 6

981 6 3

527 3 6

35 0 9

286 14 0

4,996 2 0

7,854 13 9

" Talook of Abdullah Gunge.

" Cubbooleit-Anna and Chitteawun, at 5

" R' 8 An' per Cubbooleit

" Batta, at 2 R' 9 An' per %

" Treasury Fees, at 1 R^{ce} per Cent." Sezawulee, at 1 R^{ce} per Do.

" The Canongoes Nankar, at 8 An' per %

11 12 0

212 9 0

59 8 0

39 8 0

5 14 0

308 10 9

308 10 9

" Sirkar of Juanpoor.

" Havelee Juanpoor.

" Batta-Alumgee, at 4 R' 3 An' per % from

" 1187

3,366 5 6

3,366 5 6

" Carry over

“ Fort William, the 3d October 1788.

“ Names of the Purgunnahs, &c.

[illegible]

“ Sircar of Juanpoor, continued.

Brought over

“Raree.

“ Wakaye-Negaree, at 4 An' per %	—	—	92	11	6
“ Tekrer and Bate, at 1 R ^{ce} per %	—	—	134	0	0
“ Hyfabana, at 2 R' per Cuboot	—	—	86	0	0
“ Shanheghee, at 2 R' per Village	—	—	84	0	0
“ Suré-Sudie, or per Cent. 1 R ^{ce}	—	—	365	14	0
“ Kum Urizun num-Anne, i. e. Burraye at 3 R' 2 An' per %	—	—	1,851	7	6
“ Taleeka, or an Aboab collected from the Ryotts per each Dakhilla or Pay-	—	—	126	8	9
“ ment of Revenue of 2½ An'	—	—	25	8	0
“ Purkhahey, at 6 Pice per Dakhilla	—	—			
			<hr/>		
			2,766 i		

“ Angolee.

" Wakaye-Negarce, at 8 An' per		360	5	0
" Hysabanna, at 5 R' per Village		506	8	0
" Shanneghee, at 2 R' per Do.		127	4	0
" Batta Alumguree, and Kum-Wuzun, or for Deficiency in the Weight of				
" Rupees, at 12 R' 8 An' per %		3,318	12	0
" Taleeka, at 2½ An' per Dakhilla		196	14	6
" Purkhahey, at 6 Pice per Do.		29	0	3
" Bhete Rajah Sahib (for Rajah's Fees) at 5 R' per Village		401	2	0
" Sha-Gird-Pesha (or for the Amils Accounts) at 8 An' per %		229	14	6
" Surf-Kotec, at 8 An' per %		366	14	0
" Chirtseawun Bulkutty, at 7 R' 8 An' per Village		616	9	0
" Hooley Bez-defume, at various Rates		160	0	0
" Chundah, at 4 An' Cubboos		37	12	0
" Bhete Khan Sahib (or the Amils Fees) at 5 R' 8 An' per Village		377	4	0
		<hr/>		
			6,723	3

“ Zufferabad.

“ Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.	Amount of old Aboabs, &c. continued from 1187 Fufflee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fufflee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fufflee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
" Sirkar of Juanpoor, continued.		Brought over		
" Havelee Juanpoor, continued.				
" Treasury Fees established in 1192, at 1 R ^o				
" per $\frac{2}{3}$	—	1,115 9 3		
" Canongoes Ruffoom, at 8 An ^o per $\frac{2}{3}$	—	760 3 3		
			1,875 12 6	
" Raree.				5,242 2 0
" Wakaye-Negaree, at 4 An ^o per $\frac{2}{3}$, continued from 1178	73 11 9			
" Bhete and Pehreer, at 1 R ^o per Village,				
" Do.	128 2 0			
" Hyfabanna, at 2 R ^o per Village, Do.	64 12 0			
" Shaneghee, at 2 Do. per Do. Do.	64 5 0			
" Kum-Wuzun, or Burraye, at 3 R ^o 2 An ^o				
" per $\frac{2}{3}$, Do.	1,395 11 0			
" Suré-Suddee, or per $\frac{2}{3}$ 1 Rupee, Do.	284 4 9			
" Taleeka, at 2 $\frac{1}{2}$ An ^o per Dakhilla, Do.	118 7 6			
" Purkhahey, at 6 Pice per Do. Do.	23 8 6			
			2,148 14 6	
" New Aboabs since 1187.				
" Treasury Fees established in 1192, 1 Rupee				
" per $\frac{2}{3}$	—	858 11 9		
" Newta, at 8 An ^o per $\frac{2}{3}$	—	217 12 6		
" The Canongoes Nankar, at 8 An ^o per $\frac{2}{3}$	—	476 6 0		
" Fugowee (or Hooley Fees) at 10 Do. per				
" Do.	—	255 13 9		
			1,806 11 0	
				3,955 9 6
" Angolee.				
" Wakaye Negaree, at 8 An ^o per $\frac{2}{3}$ from				
" 1187	155 9 0			
" Hyfabanna, at 5 R ^o per Village, Do.	207 10 9			
" Shahunghee, at 2 R ^o per Do. Do.	46 4 0			
" Taleeka, at 2 $\frac{1}{2}$ An ^o per Dakhilla, Do.	136 0 0			
" Purkhahey, at 6 Pice per Do. Do.	27 2 0			
" Behete Raja Sahib, at 5 R ^o per Village,				
" Do.	188 3 9			
" Beree Shaquid Pefha, at 8 An ^o per $\frac{2}{3}$ Do.	132 1 0			
" Surf-Cotee, at 8 An ^o per $\frac{2}{3}$, Do.	133 13 0			
" Chitreeawun, at 7 8 An ^o per Village, Do.	271 7 6			
" Chundah, at 4 An ^o per Cubbooleit, Do.	29 4 0			
" Bhete Amil, at 8 An ^o per $\frac{2}{3}$, Do.	181 13 9			
			1,489 4 9	
" New Aboabs since 1187.				
" Treasury Fees, at 1 per $\frac{2}{3}$	—	973 10 0		
" Burraye, at 3 R ^o 2 An ^o per $\frac{2}{3}$	—	1,415 0 3		
" Neuta, at 8 An ^o per $\frac{2}{3}$	—	250 0 9		
" Hooley Bezdesumee, at 4 An ^o per $\frac{2}{3}$	—	128 1 6		
" Sezawalee, at various Rates	—	174 7 3		
" Ruffoom Dewanny, at 8 An ^o per $\frac{2}{3}$	—	348 10 3		
" Buramut Kela (or for repairing the Fort)				
" at various Rates	—	36 4 0		
" The Canongoes Nankar, at various Rates	—	468 4 6		
			3,794 6 6	
				5,283 14 3
" Zufferaba d				
" Treasury Fees, at 8 An ^o per $\frac{2}{3}$	—	33 5 9		
" Newta, at Do. Do.	—	69 3 0		
" Ruffoom Dewanny, at 8 Do. Do.	—	33 5 9		

" Carry over

(2567)

Fort William, the 3d October 1788.

Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Felt-
lee.
Total Amount of A
boabs, &c. in each
Purgunnah, in 1187
Feltlee.

Sirkar of Juanpoor, continued.

Brought over

Mereeahoo.

Wakaye-Negaree, at 4 An' per $\frac{1}{2}$	—	—	65	5	3	
Shagerd Pefha, in some Villages, at 2 An' per $\frac{1}{2}$	—	—	61	8	3	
Hooley-Bez-defumé, at 1 R ^{ce} per Do.	—	—	237	2	6	
Notchowna, at Do. Do.	—	—	748	0	0	
Khurtch, at 2 An' per Do.	—	—	34	10	9	
						1,146 10 9

Gopalapoor.

Yek-Année, at 6 R. 4 An' per $\frac{1}{2}$	—	—	1,076	9	6	
Hooley Bez-defumée, at 1 R ^{ce} per $\frac{1}{2}$	—	—	245	10	0	
						1,322 3 6

Talook of Burfatty.

Wakaye Negaree, at 4 per $\frac{1}{2}$	—	—	—	42	10	6	
Bhete, at 1 R ^{ce} per Do.	—	—	—	339	4	6	
							381 15 0

Mongrah.

Wakaye Negaree, at 4 An' per $\frac{1}{2}$	—	—	—	189	15	6	
Hytabanna, at 1 R ^{ce} per Village	—	—	—	95	15	0	
Purkhahey, at 8 An' per $\frac{1}{2}$	—	—	—	380	0	0	
Num Annee, or $\frac{1}{2}$ An' per Rupee, collected from some Villages only	—	—	—	95	15	0	
							761 13 0

Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuffies, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuffies, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuffies.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Juanpoor, continued.				
" Zufferabad, continued.				
" The Canongoes Nankar, at Do.				
" Batta Alumgury, at 3 R' 2 An' per ̄				
		79 7 6		
		54 10 3		
			270 0 3	
" Merceahoo.				270 0 3
" Wakaye Negaree, at 4 An' per ̄ from 1187	65 5 3		126 13 6	
" Shagird Pefha, at 2 An' per ̄ Do.	61 8 3			
" Increase of old Aboabs, and new ones, established since 1187.				
" Wakaye Negaree		118 12 3		
" Shagird Pefha		120 12 3		
" New Aboabs.				
" Treasury Fees, at 1 per ̄		788 6 6		
" Ruffoom Dewanny, at 1 per ̄		759 3 9		
" Hooley Bezdefume, at 3 An' 3 Pice per ̄		148 7 0		
" Hyfabanna, at 2 R' per Village		154 3 6		
" The Canongoes Nankar, at 8 An' per ̄		956 7 9	3,046 5 0	
" Gopalapoor.				3,173 2 6
" Yek Anna, at 6 R' 4 An' per ̄ from 1187	732 1 0		732 1 0	
" New Aboabs.				
" Treasury Fees, at 1 per ̄		225 13 0		
" Hyfabanna, at 2 per Cubboolut		24 4 0		
" Shahunghee, at 1 Do. per Village		21 4 0		
" Bhete Rajah Shaib, at 5 Do. per Cubboolut		41 0 0		
" Hooley Bezdefume, at 2 Do. per Do.		63 3 9		
" Chundah, at 1 Do. per Do.		8 0 0		
" Sufe Sudee, or per ̄ 1 Do.		144 11 9		
" Batta for the Sepoys, at 8 An' per ̄		123 13 6		
" Canongoes Ruffoom, at Do. Do.		306 4 0	958 6 0	
" Talook of Burfuttu				1,690 7 0
The Aboabs of 1187 were in 1190 annexed to the Land Revenue.				
" New Aboabs.				
" Treasury Fees, at 1 R' per ̄		692 6 6		
" Duffoor Dewanny, at 8 An' per ̄		322 14 6		
" Hooley Bezdefume, at 8 D' D'		307 3 6		
" Burraye, at 3 R' 2 An' per Do.		1,627 5 9		
" The Canongoes Nankar, at 8 An' per Do.		436 11 0	3,386 9 3	
" Mongrah.				3,386 9 3
The Aboabs of 1187 were in 1190 annexed to the Land Revenue.				
" New Aboabs.				
" Kuffetat Moradee, at 14 R' 1 An' per ̄		2,721 8 3		
" Burraye, at 3 2 per Do.		968 11 9		
" The Canongoes Nankar, at 8 An' per ̄		569 5 9	4,259 9 9	
				4,259 9 9
" Carry over				

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Ab-
solute, in Rupees
&c. in 1787 &c.
Total Amount of
absolutes, &c. in
Purgunnahs, in
Rupees.

" Sirkar of Juanpoor, continued.		Brought over		
" Gurwarrah.				
" Sure Sudee, or per $\frac{2}{3}$ 3 R' 8. An'	—	—	—	4,682 15 3
" Sure Dehee, or per Village 2 Do.	—	—	—	594 14 6
" Menhahey Batta, at 8 An' per $\frac{2}{3}$	—	—	—	508 5 9
" Kufferant Moradee, at 14 R' 1 An' per $\frac{2}{3}$	—	—	—	16,703 14 0
				<hr/>
				22,401 1

" Bukhsheat.				
" Wakaye Negaree, at 4 An' per $\frac{2}{3}$	—	—	—	287 15 9
" Hyfabanna, at 1 R' per $\frac{2}{3}$	—	—	—	124 0 3
" Purkhahee, at 4 An' per $\frac{2}{3}$	—	—	—	30 11 6
" Murumut Kela (or for repairing the Fort) at 8 An' per $\frac{2}{3}$	—	—	—	61 6 6
" Burkutty, at 2 8 An' per Cubboot	—	—	—	35 12 6
" Hooley Bezdesumee, at 8 An' per $\frac{2}{3}$	—	—	—	67 2 3
				<hr/>
				597 0

arry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fufflee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fufflee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fufflee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Juanpoor, continued.

Brought over

" Gurwarrah.

" Sure Suddie and Sure Dehee, or Aboabs
" per Cent. and per Village (from 1187)
" The remaining Part of these Two Aboabs
" were in 1190 annexed to the Land Re-
" venue.

1,909 1 9

" Menhahey Batta, at 8 An' per $\frac{1}{2}$ Do.
" Kufarat Moradie (the Revenue in this
" Purgunnah is paid in Tunghees, 15 of
" which make a Rupee, but the Aumil
" takes 17 Tunghees per Rupee from
" the Ryots, so that he gains 2 Tunghees
" per Rupee) or per $\frac{1}{2}$ 14 R' 1 An' —

417 0 9

16,703 14 0

19,030 6 0

" Increase of old Aboabs since 1187, and
" new ones established.

" Increase of the Kufarat-Moradie Aboab
" since 1187 — — —

2,584 15 0

" The Canongoes Nankar, at 8 An' per $\frac{1}{2}$
" Fuffulacyne for Do. per Village, the
" Amount not inserted on the Records,
" as the Canongoes themselves collect it
" in this Purgunnah.

650 10 0

3,235 9 0

22,265 9 0

" Bukhsheat.

" Wakaye Negareet, at 4 An' per $\frac{1}{2}$ con-
" tinued from 1187 — — —

237 15 9

" Hyfabanna, at 1 R' per $\frac{1}{2}$ Do. — — —

30 11 6

" Purkhahey, at 4 An' per $\frac{1}{2}$ Do. — — —

30 11 6

" Murumut Kela, at 8 An' per $\frac{1}{2}$ Do. — — —

61 6 6

" Bulkutty, at 2 8 An' per $\frac{1}{2}$ Cubboot Do. — — —

35 12 6

466 9 9

" Increase of old Aboabs, and new
" ones established since 1187.

" Fuffilly Increase on the Wakaye Negaree
" Aboab — — —

50 11 0

" Hooley Bezdesumee, at 4 An' per $\frac{1}{2}$,
" established in 1192 — — —

88 7 0

" Burraye, at 3 2 An' per $\frac{1}{2}$, Do. — — —

506 7 3

" Sarud Warud, at 8 An' per $\frac{1}{2}$, Do. — — —

29 7 0

" Meeangée (this Aboab was established by
" Baboo Ajaib Sing in 1192, to defray
" the Allowances he gave to a Mollavey
" whom he had employed to instruct his
" Children in the Persian Language) at 1
" R' per $\frac{1}{2}$ — — —

123 2 9

" Bhete Baboo Sahib (or Fees for Ajaib
" Sing), at 1 Do. Do. — — —

35 12 6

" Beheete Choota Baboo (or Fees for one of
" Ajaib Sing's Sons) at 2 R' per Village
" Ruffoom Khazanah (or Treasury Fees) at
" 1 per $\frac{1}{2}$ — — —

27 8 0

" Do. Dewanny, at 1 Do. — — —

50 7 0

" Newts, at 1 R' per $\frac{1}{2}$ — — —

596 5 9

" Treasury Fees (from Sha Gunge, depen-
" dent on Bukhsheat) at 1 R' per $\frac{1}{2}$ — — —

35 12 3

" Chundah, at 1 R' per Cubboot — — —

14 12 0

" Batta Multana, at 1 Do. per $\frac{1}{2}$ — — —

624 14 9

" Carry over

" Fort William, the 3d October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
ab in each Purgun-
nah, in 1187 Fud-
les.

Total Amount of
bombs, &c. in
Purgunnah, in 11
Fudiles.

" Sirkar Juanpoor, continued.

Brought over

" Kola Allah.

" Kola Batta, at 1 R ^{re} 8 An ^r per $\frac{2}{3}$	—	—	345	14	3
" Mehmanér, at 8 An ^r per $\frac{2}{3}$	—	—	96	2	0
" Khurtch Mutfuddian, at 4 R ^r per Cubboo ^r	—	—	83	0	0
" Suggoon, at 2 R ^r per Village	—	—	40	0	0
" Wakaye Negarce, at 8 An ^r per $\frac{2}{3}$	—	—	195	9	3
			<hr/>		
					760 9

" Kurreat Dof.

" Wakaye Negarce, at 4 An ^r per $\frac{2}{3}$	—	—	19	9	0
" Tehreer Bhete, at 1 R ^{re} per $\frac{2}{3}$	—	—	61	0	0
" Hyfabanna, at 4 An ^r per $\frac{2}{3}$	—	—	51	3	6
" Shaneghee, at 1 R ^{re} per Village	—	—	15	0	0
" Sure Suddie, or per $\frac{2}{3}$, at 1 R ^{re}	—	—	78	3	6
" Kum Wugum, at 3 R ^r 4 An ^r per $\frac{2}{3}$	—	—	255	3	6
" Taleeka, at 2 $\frac{1}{2}$ An ^r per Dakhilla	—	—	13	14	6
" Purkhahey, at $\frac{1}{2}$ An ^r Do.	—	—	29	14	0
			<hr/>		
					524 2 0

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuzilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuzilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuzilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Juanpoor, continued.

" Bukhheat, continued.

Brought over

" Hyfabanna, at 1 9 An' per 2	_____	130 3 9	
" Batta for the Sepoys, at 8 An' per 2	_____	124 0 3	
" Mehmanee, at 4 R' collected from some Villages only	_____	155 14 3	
" The Canongoes Nankar, at 8 An' per 2	_____	140 9 0	
" Fuzulanyne for Do. at 2 R' per 2	_____	50 0 0	
		<u>2,834 13 6</u>	3,281 7 3

" Kolah Allah.

" Kola Batta, at 1 R' 8 An' per 2, from

" 1187

" Mehmanee, at various Rates, Do.

" Khurtch Mutfuddian, or for the Mutfud-

" dies Expences, at 4 R' per Cubboo' Do.

" Sugpoon, at 1 R' per Do. Do.

" Wakaye Negarree, at 8 An' per Do.

" Aboabs established since the Beginning of 1192.

" Treasury Fees, at 1 per 2

" Hooley-bez-desumé, at 4 An' per 2

" Mullana, at 1 R' per 2

" Batta for the Sepoys, at 1 Do. per 2

" The Canongoes Nankar, at 8 An' per 2

" Fuzulanyne for Do. at 2 R' per Village

_____	345 14 3
_____	90 2 0
_____	83 0 0
_____	40 0 0
_____	195 9 3
	<u>760 9 6</u>

" Kurreat Dost.

" Wakaye Negarree, at 4 An' per 2 from

" 1187

" Tehreer Bhete, at 1 R' per 2 Do.

" Hyfabanna, at 4 An' per 2, Do.

" Shaneghee

" Sure Suddee (collected only from one Village)

" Taleeka, at 2 An' 6 Pice per Dakilla

" Purkhahey, at 6 Pice per Do.

_____	9 10 6
_____	46 1 0
_____	7 0 0
_____	2 0 0
_____	3 11 0
_____	4 11 0
_____	29 11 0

102 12 6

" New Aboabs since 1187.

" Treasury Fees, at 1 per 2

" Duffoor Dewanny, at 1 R' per 2

" Shagird Peshha, at 4 An' per 2

" Newta, at 1 R' per 2

" Chundah, at various and fixed Rates

" Batta Mum Annee, at 3 R' 2 An' per 2

" Hooley-bez-desume, at 3 An' 3 Pice per

" 2 R'

" Burraye, collected from one Village only,

" at 3 2 per 2

" The Canongoes Ruffoom; at 8 An' per 2

" Fuzulanyne for Do. at 2 R' per Village

_____	44 12 9
_____	26 9 0
_____	5 7 6
_____	87 15 3
_____	15 0 0
_____	262 10 6
_____	6 11 3
_____	12 8 9
_____	158 15 6
_____	145 8 0

766 2 6

868 15 0

" Carry over

" Fort William, the 3d, October 1788.

" Names of the Purgunnahs, &c.

Annual Amount of
each particular Abo-
sh in each Purgun-
nah, in 1187 Fath-
les.

Total Amount of A.
boahs, &c. in each
Purgunnah, in 1187
Fathles.

" Sirkar of Juanpoor, continued.				Brought over			
" Kurreeat Mehda.							
" Wakaye Negaree, at 4 An' per 2	—	—	—	13	9	3	
" Tehreer Bhete, at 1 R ^o per Village	—	—	—	21	0	0	
" Hyfabanna, at 5 An' per 2	—	—	—	17	8	0	
" Shanegheé, at 1 R ^o per Village	—	—	—	16	8	0	
" Sure Suddee, or per 2, at 1 Do.	—	—	—	52	10	6	
" Kum Wuzum, at 3 2 An' per 2	—	—	—	271	6	0	
							392 9 9

" Kerakut.

" Sure Suddee, or per 2 4 R' 4 An', and Sure Dehee, or per Village, 3 R.	2,016	9	6	2,016 9 6
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" Ghiffowah:

" Wakaye Negaree, at 4 An' per 2	—	—	—	110	2	9
" Shagud Pesha, at 1 R ^o per 2	—	—	—	436	12	9
" Duftoor Dewanny, at Dp.	—	—	—	445	13	9

" Singramow.

" Sirkar of Terhar.

" Kuntil.

" Carry over

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fuzilee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fuzilee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1194 Fuzilee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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" Sirkar of Juanpoor, continued.

Brought over

" Kurrecat Mehda.

" The Aboabs of 1187 were in 1190

" annexed to the Land Revenue in

" this Purgunnah.

" New Aboabs since 1187, viz.

Treasury Fees, at 1 R^{re} per 2

Newta, at Do. Do.

Burrage, at 3 R^{re} 2 An^{re} per 2Takeka, at 2 1/2 An^{re} per Dakilla

Purkhahey, at 6 Pice per Do.

The Canongoes Nankar, at 8 An^{re} per 2

Batta Multana, at 8 Do. Do.

143 3 0

66 11 0

304 9 0

41 8 6

8 8 3

103 8 0

155 5 6

822 13 0

822 13 0

" Kerakut.

" Sure Sudee, or per Cent. 4 R^{re} 4 An^{re}, and" Suree Dehee, or per Village 3 R^{re}, con-

" tinued from 1187

459 11 3

459 11 3

" Burrage, at 3 R^{re} 2 An^{re} per 2" Saneghee, at 1 R^{re} per Village

" Treasury Fees, at Do. per 2

" Dultoor Dewanny, at Do. per 2

" Batta for the Sepoys, at 8 An^{re} per 2

" Hooley-bez-defumee, at 3 3 Pice per 2

" Purkhahey, at 1/2 An^{re} per 2 Dakilla" Hyfabanna, at 1 R^{re} per 2" Wakaye Negaree, at 4 An^{re} per 2" Pown Anna (1/2 An^{re} per Rupce) at 4 R^{re} 11" An^{re} per 2" The Canongoes Nankar, at 8 An^{re} per 2" Fuzilayene for Do. at 2 R^{re} per Village

" Batta Muttana, at various undefined Rates

1,140 9 9

113 15 6

639 14 0

268 11 9

439 6 0

155 0 0

70 7 6

157 8 0

21 13 6

282 1 0

512 2 6

365 0 0

91 5 0

4,257 14 6

4,717 9 9

" Ghiffowah.

" Wakaye Negaree, at 4 An^{re} per 2 from

" 1187

" Shagud Pefha, at 1 R^{re} per 2 Do.

" Dultoor Dewanny, at Do.

81 13 3

219 13 0

228 12 3

530 6 6

" New Aboabs.

" Hooley Bez-defumee, at 3 An^{re} 3 Pice

" per 2

" Nuzzeranna, at 1 R^{re} per 2

" Mehmanee, at Do.

" Hyfabanna, at Do. per Village

" Burrage, at 3 R^{re} 2 An^{re} per 2" The Canongoes Nankar, at 8 An^{re} per 2

264 13 3

309 13 3

271 14 0

92 4 0

1,620 0 6

403 9 3

2,962 6 3

3,492 12 9

" Singramow.

" The Canongoes Nankar, at 8 An^{re} per 2

100 11 0

100 11 0

100 11 0

" Sirkar of Terhar.

" Kuntit.

" Tres^{re} Fees established in 1192, Fuzi^{re}" Burrage, at 3 R^{re} 2 An^{re} per 2

782 15 9

1,547 3 0

" Carry over

30 C

“ Fort William, the 3d October 1788.

“ Names of the Purgunnahs, &c.

Annual Amount of each particular Aboab in each Purgunnah, in 1187 Fuddee.
Total Amount of Aboabs, &c. in the Purgunnah, in 118 Fuddee.

“ Sirkar of Terhar, continued.

Brought over

“ Suktets Ghurr.

“ Total Aboabs of 1187, during Cheyte Sing's Time

Rupees 1,33,310 15 9

" Fort William, the 3d October 1788.

" Different Aboabs, &c.

Amount of old Aboabs, &c. continued from 1187 Fufflee, in each Purgunnah.	Amount of new Aboabs, established since 1187, and existing 1194 Fufflee, in each Purgunnah.	Annual Amount of old and new Aboabs in each Purgunnah, as they existed in 1104 Fufflee.	Total Amount of Aboabs, &c. in each Purgunnah, as they existed in 1194.
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Brought over

" Sirkar of Terhar, continued.
 " Kuntit, continued.
 Tehreer-Mutsuddean (or Docours to the
 " Mutsuddies for their Labour) at 4 An'
 " per $\frac{1}{2}$ — — —
 Shagird Pefha, at 8 An' per $\frac{1}{2}$ — — —
 The Kaze's Ruffoom, at 4 An' per $\frac{1}{2}$ — — —
 Bhete-Raja-Sahib, at various indefinite
 " Rates — — —
 Duffoor Dewanny, at 1 R^e per $\frac{1}{2}$ — — —
 Batta for the Sepoys, at 8 An' per $\frac{1}{2}$ — — —
 Hooley-Bez-defumeé, at 3 3 Pice per $\frac{1}{2}$ — — —
 Fie-Suddie, or per Cent. at 1 R^e per $\frac{1}{2}$ — — —
 Batta Multana, at 1 Do. per $\frac{1}{2}$ — — —
 The Canongoes Nankar, at 8 An' per $\frac{1}{2}$ — — —
 Fuffulanye for Do. at 2 R' per Village — — —

270	1	0
416	13	6
187	2	9
1,525	11	0
275	0	0
426	14	0
35	0	0
413	7	0
2,218	15	9
1,397	3	9
1,380	5	0

10,876 12 6

10,876 12 6

" Suktefs Ghurr.
 Bhete (or Fees) at various undefined
 " Rates — — —
 The Canongoes Nankar, at 8 An' per $\frac{1}{2}$ — — —
 Fuffulaeyne for Do. at 2 R' per Village — — —

150	0	0
105	0	0
162	0	0

417 0 0

417 0 0

" Total Aboabs of 1194, including
 " that Proportion of the Old
 " Aboabs of 1187, which were
 " continued till that Period, as
 " also the Amount of those newly
 " established since 1187. Vide
 " Abstract, No. 2 — — —

Rupees 2,31,584 8 0

" E. F.

" Per

" Benares,
 the 12th September 1788.

(Signed)

" Jonⁿ Duncan,
 " Resident."

" Fort William, the 3d October 1788.

No. 13.
Accompany-
ing Letter
from the Re-
sident at Be-
nares.

" ABSTRACT of the Comparative Statement (No. 12.) exhibiting, 1st, The Amount of
" each Sirkar in 1187. 3dly, The Amount of the Aboabs of 1187 continued in each
" Increase on old Aboabs of 1187 continued, and that of the new ones established
" The Total Amount of old and new Aboabs in each Purgunnah for 1194; and

" 1187 Fuffilee.

" Names of Purgunnahs.

Amount of Aboabs, &c. in each Purgunnah, in 1187 Fuffilee, during Raja Chetty Sing's Time. Total Amount of Aboabs in 1187, in each Sirkar

" Sirkar of Benares.

" Havelee-Benares	—	—	—	—	—	185	4	6
" Havelee-Sheupoor	—	—	—	—	—	450	11	6
" Talook of Llohtah	—	—	—	—	—	693	5	3
" Kufwar	—	—	—	—	—	1,721	12	6
" Talook of Korownah	—	—	—	—	—	508	4	3
" Do. of Jackence	—	—	—	—	—	—	—	—
" Kutchor	—	—	—	—	—	—	—	—
" Mujivah	—	—	—	—	—	—	—	—
" Afraad	—	—	—	—	—	—	—	—
" Kurhoha-Atgawan	—	—	—	—	—	485	0	9
" Bhilefeh	—	—	—	—	—	677	2	6
" Pundrah	—	—	—	—	—	969	2	6

5,690 11

" Sirkar of Chunar.

" Havelee-Chunar	—	—	—	—	—	623	4	6
" Bhugguit	—	—	—	—	—	600	6	9
" Rhallopoor	—	—	—	—	—	444	4	9
" Bhoēlee	—	—	—	—	—	1,772	12	9
" Agource-Burhur	—	—	—	—	—	1,524	1	0
" Bijy-Ghur	—	—	—	—	—	431	3	0
" Ahurowrah	—	—	—	—	—	83	8	0
" Moyaye	—	—	—	—	—	383	2	9
" Mowareē	—	—	—	—	—	567	12	3
" Kurreat-Sekun	—	—	—	—	—	272	13	9
" Burwul	—	—	—	—	—	475	13	6
" Dhoofs	—	—	—	—	—	1,388	15	9
" Nirwan	—	—	—	—	—	1,669	0	3
" Mujwar	—	—	—	—	—	680	7	6
" Mehaēje	—	—	—	—	—	467	2	0
" Burrah	—	—	—	—	—	413	8	0

11,788 4

" Sirkar of Ghazeepoor.

" Havelee Ghazeepoor	—	—	—	—	—	946	4	3
" Mahomedabad	—	—	—	—	—	3,259	11	3
" Zemanceah	—	—	—	—	—	20,673	8	6
" Chowfah	—	—	—	—	—	14,822	6	3
" Kundah	—	—	—	—	—	102	14	0
" Khanpoor	—	—	—	—	—	—	—	—
" Shadeabad	—	—	—	—	—	8,888	1	6
" Putchouter	—	—	—	—	—	1,060	13	0
" Zehoorabad	—	—	—	—	—	—	—	—
" Behdawn (Talook of)	—	—	—	—	—	32	15	6
" Sekunderpoor	—	—	—	—	—	932	11	6
" Khureed	—	—	—	—	—	4,427	3	6
" Bepleeah	—	—	—	—	—	4,520	15	3
" Gurrah	—	—	—	—	—	2,797	12	6
" Dehmah	—	—	—	—	—	1,114	3	0
" Kopa	—	—	—	—	—	2,858	11	9
" Abdulla Gunge (Talook of)	—	—	—	—	—	—	—	—

66,438 3

" Carry over

" Fort William, the 3d October 1788.

Aboabs in each Purgunnah in 1187, during Cheyte Sing's Time. 2dly, The Amount of Aboabs in Purgunnah till 1194. 4thly, The Amount of such Aboabs in each Sirkar. 5thly, The Amount of in each Purgunnah since that Year till 1194. 6thly, The Amount of Ditto in each Sirkar. 7thly, 8thly, The Amount of Ditto in each Sirkar.

" 1194 Fuzilee. Names of the Purgunnahs.	No. 1. Amount of Aboabs of 1187, continued in each Purgunnah, till 1194 Fuzilee.	2. Amount of the Aboabs, &c. of 1187, continued till 1194 In each Sirkar of the Zemindary of Benares.	3. Amount of Increase of old Aboabs since 1187 continued, and of new ones established since that Period, as per the Records of 1194 Fuzilee.	4. Total Amount of Increase on old Aboabs of 1187, and of new ones since established in each Sirkar.	5. Total of Nos 1 and 2, or sum of old and new Aboabs in each Purgunnah, per the Records of the Camongoes for 1194 Fuzilee.	6. Total of old and new Aboabs in each Sirkar for 1194.
" Sirkar of Benares.						
Havelce Benares	—	—	294 3 9	—	294 3 9	—
Havelce Sheapoor	—	—	926 7 6	—	926 7 6	—
Talook of Llohtah	—	—	1,895 7 6	—	1,895 7 6	—
Kufwar	185 4 6	—	1,619 12 9	—	1,805 1 3	—
Talook of Korownah	73 15 6	—	821 12 9	—	895 12 3	—
Do. of Jackence	389 1 9	—	517 14 3	—	907 0 0	—
Kukher	—	—	2,522 5 9	—	2,522 0 9	—
Mujwah	232 2 3	—	679 7 6	—	911 9 9	—
Afraid	—	—	1,106 8 9	—	1,106 8 9	—
Hurhohæ Atgawan	52 8 0	—	2,329 5 3	—	2,381 13 3	—
Bhilefeh	544 1 6	—	1,844 5 0	—	2,388 6 6	—
Pundrah	390 2 6	—	3,146 12 6	—	3,536 15 0	—
		1,867 4 0		17,704 2 3		19,571 6 3
" Sirkar of Chunar.						
Havelce Chunar	387 4 6	—	2,049 8 3	—	2,436 12 9	—
Bhugguit	—	—	1,529 3 3	—	1,529 3 3	—
Rhallopoor	236 7 0	—	1,546 15 6	—	1,783 6 0	—
Bheeclee	1,668 2 6	—	4,232 11 9	—	5,900 14 3	—
Agowree Burhur	—	—	7,700 6 3	—	7,700 6 3	—
Bijy Ghurr	—	—	1,081 14 0	—	1,081 14 0	—
Ahurowra	—	—	1,656 14 3	—	1,656 14 3	—
Mowaye	—	—	352 5 0	—	352 5 0	—
Mowaree	104 0 0	—	336 11 0	—	440 11 0	—
Kureeat Sekhun	110 7 0	—	549 14 6	—	660 5 6	—
Buruub	475 13 6	—	1,473 7 6	—	1,949 5 0	—
Dhoofs	164 4 3	—	1,212 9 6	—	1,376 13 9	—
Nirwan	1,578 15 3	—	1,730 14 9	—	3,309 14 0	—
Mujwar	32 1 6	—	1,008 5 9	—	1,040 7 3	—
Mehaŕje	467 2 0	—	927 8 3	—	1,394 10 3	—
Burrah	165 4 0	—	653 13 0	—	819 1 0	—
		5,389 13 6		28,043 2 6		33,433 0 0
" Sirkar of Ghazeepoor.						
Havelce Ghazeepoor	108 12 0	—	1,820 0 6	—	1,928 12 6	—
Mahomedabad	1,353 8 9	—	7,512 14 6	—	8,866 7 3	—
Zemaneeah	1,239 8 9	—	9,013 15 0	—	10,253 7 9	—
Chowfah	220 9 0	—	7,484 15 0	—	7,705 8 0	—
Kundah	97 12 6	—	2,909 14 3	—	3,007 10 9	—
Khanpoor	—	—	723 3 9	—	723 3 9	—
Shadeabad	7,554 14 9	—	3,423 8 0	—	10,088 6 9	—
Putchowter	689 4 9	—	5,321 4 9	—	6,010 9 6	—
Zehoorabad	—	—	7,329 13 6	—	7,329 13 6	—
Behdawn	—	—	1,894 10 3	—	1,894 10 3	—
Sekunderpoor	465 13 0	—	10,529 9 3	—	10,995 6 3	—
Khureed	1,505 4 3	—	2,163 4 3	—	3,668 8 6	—
Behdecad	2,611 0 9	—	13,472 14 9	—	16,085 15 6	—
Ghurrah	1,649 4 0	—	1,287 9 9	—	2,936 13 9	—
Dehmah	188 3 0	—	690 10 0	—	873 13 0	—
Kopa	2,858 11 9	—	4,996 2 0	—	7,854 13 9	—
Abdulla Gunge	—	—	308 10 9	—	308 10 9	—
		20,542 11 3		80,893 0 3		1,01,435 11 6

" Fort William, the 3^d October 1788.

" 1187 Fumlee.

“ Names of Purgunnahs:

Amount of Abuse,
as in each Pur-
gannah, in 187,
during Rajah
Chetty Sing's Time.

Sirkar of Juanpoor.					
" Havelee Juanpoor	—	—	8,606	12	9
" Rarice	—	—	2,766	1	9
" Angōōlee	—	—	6,723	3	3
" Zufferabad	—	—			
" Merceahoo	—	—	1,146	10	9
" Gopalapoor	—	—	1,322	3	6
" Burfutty	—	—	381	15	0
" Mongrah	—	—	761	13	6
" Gerwarrah	—	—	22,401	1	6
" Bukhheat	—	—	597	0	9
" Hola-Aallah	—	—	760	9	6
" Kureeat-Dost	—	—	524	2	0
" Kureeat Medha	—	—	392	9	9
" Kerakut	—	—	2,016	9	6
" Ghiffsoah	—	—	992	14	3
" Singramow (Talook of)	—	—			
			<hr/>		
			49,393 11		
Sirkar of Terhar.					
" Kuntit	—	—			
" Suklefs Ghurr	—	—			
			<hr/>		
Aboabs of 1187 Fuzilees			1,33,310 15		

" Fort William, the 3d October 1788.

" 1194 Fufflee.	No. 1.	2.	3.	4.	5.	6.
" Names of the Purgunnahs.	Amount of Aboabs of 1187, continued in each Purgunnah, till 1194 Fufflee.	Amount of the Aboabs, &c. of 1187, continued till 1194 in each Sirkar of the Zemindarry of Benares.	Amount of Increase of old Aboabs since 1187 continued, and of new ones established since that Period, as per the Records of 1194 Fufflee.	Total Amount of Increase on old Aboabs of 1187, and of new ones since established in each Sirkar.	Total of Nos. 1 and 2, or any of old and new Aboabs in each Purgunnah, per the Records of the Canongoes for 1194 Fufflee.	Total of old and new Aboabs in each Sirkar for 1194.
" Sirkar of Juanpoor						
" Havelee Juanpoor	3,366 5 6		1,875 12 6		5,242 8 0	
" Rasree	2,148 14 6		1,806 11 0		3,955 9 6	
" Angooley	1,489 4 9		3,794 6 6		5,283 11 3	
" Zufferabad			270 0 3		270 0 3	
" Mereahoo	126 13 6		3,045 5 0		3,173 2 6	
" Gopalapoor	731 1 0		958 6 0		1,690 7 0	
" Burfutty			3,386 9 0		3,386 9 3	
" Mongraha			4,259 9 9		4,259 9 9	
" Gurwarah	19,030 0 6		3,235 9 0		22,265 9 6	
" Bukhsheat	446 9 9		2,834 13 6		3,281 7 3	
" Kola-Astap	760 9 6		2,278 14 6		3,039 8 0	
" Kureeat Doff	102 12 6		766 2 6		868 15 0	
" Kureeat Medha			822 13 0		822 13 0	
" Kerakut	459 11 3		4,257 14 6		4,717 9 9	
" Ghiffooah	530 6 6		2,969 6 3		3,492 12 9	
" Singramow			100 11 0		100 11 0	
		29,193 9 3		36,657 9 6		65,850 9 9
" Sirkar of Terhar						
" Kuntil			10,876 12 6		10,876 12 6	
" Suklefs Ghurr			417 0 0		417 0 0	
				11,293 12 6		11,293 12 6
" Aboabs of 1194 Fufflee		56,993 6 0		1,74,591 2 0		2,31,584 8 0

Observations, 1st.

" By the above Abstract it appears that the Aboabs of 1187, in the Zemindarry of Benares, during Cheyte Sing's Time, amounted to	Rupees 1,33,310 15 3
" Of that Amount, or of the Aboabs of 1187, the Amount continued till 1194, appears	56,993 6 0
" also by this Account to have been	76,317 9 9
" Remains to be accounted for, of the Aboabs of 1187	
" Of this Balance of Rupees 76,317 9 9, it appears by the Records of the Canon-goes, that the Sum of Rupees 21,663 9 0 was annexed to or incorporated with	21,663 9 0
" the Land Revenue in the Fufflee Years 1189 and 1190	
" Balance or Amount of the Aboabs of 1187, which have been either abolished or discontinued from that Year till 1194 Fufflee	54,654 0 9
" It likewise appears (as above observed) that the Proportion of the Aboabs of 1187, which were continued till 1194, was	56,993 6 0
" And that the Total of Increase on several of the Old Aboabs of 1187, and that of many newly established ones from that Year till the End of 1194, amounted to Rupees	
" 1,74,591 2 0, all established within the Space of 7 Years, or from the Beginning of 1188 till 1194 Fufflee	1,74,591 2 0
" Total Aboabs of 1194, as extracted from the Records of the Canongoes	2,31,584 8 0
" If to this Amount be added that Proportion of the Aboabs of 1187, which was in the Years 1189 and 1190 annexed to the Land Revenue, the real Increase since 1187 will thereby be defined with Accuracy	21,663 9 0
" Total	2,53,258 1 0
" From this Total of 2,53,258 1 0 let the Amount of the Aboabs of 1187 be deducted,	1,33,310 15 9
" and the exact Increase from that Year till 1194 will appear	Rupees 1,19,947 1 3
" Amount of real Increase since 1187	

" Benares
12th September 1788.

" E. E.

" Per
(Signed) " Jon" Duncan, Resident.

No. 14.
 Accompany-
 ing Letter
 from Resident
 at Benares.

" Translation of the Gross Mofussil Collections and Balances for the Fufflee Year 1194, according to the Canongoes Records and Reconciliation
 " thereof, with the real Revenue Funds of the Country, according to the corrected State thereof, made from Mr. James Grant's Narrative on the
 " Revenues of Benares.

	First, according to the Canongoes Papers.	Secondly, exclusive of the Canongoes Papers.	Summa, or Total.	Wufool, or Collections.	Banket, or Balance.
" 1st, Sircar of Benares	—	—	7,05,762 9 0	6,67,123 9 9	38,638 15 3
" 2d, Ditto of Chunar	—	—	7,17,325 12 9	6,44,144 9 0	73,181 3 9
" 3d, Ditto of Ghazepoor	—	—	14,03,622 2 9	12,99,849 8 3	1,13,772 10 6
" 4th, Ditto of Juanpoor	—	—	13,82,251 11 6	13,09,988 6 3	78,263 5 3
" 5th, Ditto of Terhar	—	—	3,60,345 8 3	3,37,877 10 0	22,467 14 3
" 6th, Purgunnah of Budhove	—	—	1,75,659 0 0	1,75,659 0 0	—
" Total	—	—	47,50,966 12 3	44,24,642 11 3	3,26,324 1 0
" 1st, Sayer, Permit, or Custom House Duties (exclusive of Establishment)	—	—	4,49,273 2 3	4,49,273 2 3	—
" 2d, Jaghires.	—	—	—	—	—
" Half of Budove	—	—	—	—	—
" According as the same is rated and allowed by Government, in the Settlement Accounts	—	—	—	—	—
" of 1181	—	—	1,58,358 0 0	—	—
" Kyfayet, or Surplus Profit reaped by the Rajah	—	—	70,000 0 0	—	—
" Mungrofe, or Kera Mungrofe	—	—	2,28,358 0 0	—	—
" Ofwaun Sing, Jaguire in the Pergunnah of Syedpoor Beetry, exclusive of that Part	—	—	84,000 0 0	—	—
" payable by him to Government, which amounts to 20,704 11, and which is included	—	—	3,12,358 0 0	—	—
" in the Canongoes Records) Amount, at which the Jaguir was alienated to him	—	—	—	—	—
" Profit (Towfeer)	—	—	54,300 0 0	—	—
" Purgunnah of Beehrehah, the Jaguir of Bemy Ram Pundit	—	—	30,000 0 0	—	—
" 3d, Deductions taken by the Rajah, from the Company, for the Mint, &c., exclusive of the Canongoes Records, and which may	—	—	—	—	—
" therefore be considered as a Receipt, having been a productive Part of the Gross Revenue, before the Period of Miliipnarain's	—	—	—	—	—
" Accession	—	—	—	—	—
" 4th, Pergunnah of Kheyra Ghier, now placed under the Vizier	—	—	—	—	—
" Total of Jaguirs	—	—	4,26,658 0 0	4,26,658 0 0	—
" Total of the above Articles, which are exclusive of the Canongoes Papers	—	—	—	—	—
" Add Total of the Canongoes Papers, as above	—	—	74,038 3 0	74,038 3 0	—
" Total	—	—	2,23,046 14 0	2,23,046 14 0	—
" Add Burhay	—	—	—	—	—
" Total, agreeing within a few Hundred Rupees, with the 2d Column of the Account N° 1	—	—	11,73,016 3 3	11,73,016 3 3	—
	—	—	47,50,966 12 3	44,24,642 11 3	—
	—	—	59,23,982 15 6	55,97,638 14 6	—
	—	—	42,000 0 0	42,000 0 0	—
	—	—	59,65,982 15 6	56,39,650 14 6	—

" Benares,
 " 12th September 1788.

" Errors excepted.
 " (Signed) " John Dunoon, Resident.

" Fort William, the 31 October 1788.

No. 15.
Accompany-
ing Letter
from Resident
at Benares.

" Particulars of the Mofuffil Settlement Collections and Balances, and of General
" Produce of the Zemindarry, from 1188 to 1194 Fuffilee.

" Names of the Sirkars.	Amils Jumma, Mofuffil Fukhts.	Waufil, or Collections.	Bauker, or Balance.
" In the Year 1188 Fuffilee.			
" Sirkar of Benares Land Revenue —	6,57,283 0 3	5,87,412 12 9	69,870 3 6
" Do. Chunar Do. —	7,34,824 14 3	6,26,318 1 9	98,506 12 6
" Do. Ghazeepoor Do. —	14,19,620 3 6	12,83,852 10 0	1,35,767 9 6
" Do. Juanpoor Do. —	12,68,572 1 9	11,38,245 9 9	1,30,336 8 0
" Do. Terhaur Pergunnah Kuntit Do.	3,03,086 3 6	2,95,471 3 9	7,614 15 9
" Purgunnah Bhadoce, including Soorecawaun	1,75,659 0 0	1,75,659 0 0	
" Total of Land Revenue applicable to " the Company's Revenue —	45,59,045 7 3	41,16,949 6 0	4,42,096 1 3
" Sewae, or exclusive of the above.			
" Sayer, or Customs —	3,45,405 8 0	3,45,405 8 0	
" Total Collections applicable to the Pay- " ment of the Publick Revenue	49,04,450 15 3	44,62,354 14 0	4,42,096 1 3
" Jaghiers —	4,26,658 0 0	4,26,658 0 0	
" Mojerahce, or Deductions granted to the Renters " exclusive of the Maajy Mamooly	74,038 3 0	74,038 3 0	
" Khyree Ghur, Collections paid the Nabob			
" Vizier —	2,23,046 14 0	2,23,046 14 0	
" Total —	56,28,194 0 3	51,86,097 15 0	4,42,096 1 3
" In the Year 1189 Fuffilee.			
" Sirkar of Benares —	6,66,656 0 6	6,17,805 9 3	48,850 7 3
" Do. Chunar —	7,15,716 4 9	6,09,557 2 6	1,06,159 2 3
" Do. Ghazeepoor —	14,64,476 8 9	11,76,918 12 0	2,87,557 12 9
" Do. Juanpoor —	12,64,997 1 6	11,42,293 6 3	1,22,703 11 3
" Do. Terhaur Purgunnah Kuntit —	2,99,919 5 3	2,92,483 10 6	7,435 10 9
" Purgunnah Bhadoce —	1,75,659 0 0	1,75,659 0 0	
	45,87,424 4 9	40,14,717 8 6	5,72,706 12 3
" Sewae.			
" Sayer —	3,65,990 8 0	3,65,990 8 0	
	49,53,414 12 9	43,80,708 0 6	5,72,706 12 3
" Jaghiers —	4,26,658 0 0	4,26,658 0 0	
" Mojerahce or Moujrahee —	74,038 3 0	74,038 3 0	
" Khyra-Ghur, Collection paid the Nabob			
" Vizier —	2,23,046 14 0	2,23,046 14 0	
" Total —	56,77,157 13 9	51,04,451 1 6	5,72,706 12 3
" In the Year 1190 Fuffilee.			
" Sirkar Benares —	6,73,274 3 4	6,28,734 0 9	44,540 3 0
" Do. Chunar —	6,79,719 9 6	6,16,454 2 9	63,265 6 9
" Do. Ghazeepoor —	14,02,574 8 0	12,68,556 7 0	1,34,018 1 0
" Do. Juanpoor —	12,81,969 1 3	12,20,350 13 0	61,618 4 3
" Do. Terhaur Purgunnah Kuntit —	3,02,153 9 9	2,89,023 12 3	13,129 13 6
" Purgunnah Bhadoce —	1,75,659 0 0	1,75,659 0 0	
" Total Rupees —	45,15,350 0 3	41,98,778 3 9	3,16,571 12 6
" Carried over 30 E			

" Names of the Sirkars.	Amils Jumma, or Mofussil Tulkhuk.	Wauhil, or Collections.	Bankes, or Balance.
" Brought forward —			
" Sewae.			
" Sayer — — —	4,70,575 7 3	4,70,575 7 3	—
" Jaghiers — — —	49,85,925 7 6	46,69,353 11 9	3,16,571 12 6
" Mozerahce — — —	4,26,658 0 0	4,26,658 0 0	—
" Khyra-Ghur, Collection paid to the Nabob	74,038 3 0	74,038 3 0	—
" Vizier — — —	2,23,046 14 0	2,23,046 14 0	—
" Total —	57,09,668 8 6	53,93,096 12 0	3,16,571 12 6
" In the Year 1191 Fuffilee.			
" Sirkar Benares — —	7,05,121 15 6	6,77,736 15 9	27,384 15 9
" Do. Chunar — —	7,20,350 2 6	6,20,613 12 0	99,736 6 6
" Do. Ghazeepeer — —	15,20,051 11 3	13,51,963 14 6	1,68,087 12 9
" Do. Juanpoor — —	13,29,919 1 6	12,45,973 14 6	83,945 3 0
" Do. Terhar Purgunnah Kuntit — —	3,21,003 5 0	3,01,620 1 6	19,383 3 6
" Purgunnah Bhadoce — —	1,75,659 0 0	1,76,659 0 0	—
" Total —	47,72,105 3 9	43,73,567 10 3	3,98,537 9 6
" Sewae.			
" Sayer — — —	3,40,691 1 6	3,40,691 1 6	—
" Jaghiers — — —	51,12,796 5 3	47,14,258 11 9	3,98,537 4 6
" Mozerahce — — —	4,26,658 0 0	4,26,658 0 0	—
" Khyra Ghur, Collection paid the Nabob	74,038 3 0	74,038 3 0	—
" Vizier — — —	2,23,046 14 0	2,23,046 14 0	—
" Total —	58,36,539 6 3	54,38,001 12 9	3,98,537 9 6
" In the Year 1192 Fuffilee.			
" Sirkar Benares — —	6,92,148 4 0	6,57,545 8 3	34,602 11 9
" Do. Chunar — —	7,71,383 9 0	7,03,634 4 3	67,749 4 9
" Do. Ghazeepeer — —	14,87,880 14 9	13,66,287 12 3	1,21,593 2 6
" Do. Juanpoor — —	1,34,345 14 0	12,43,493 8 6	99,962 5 6
" Do. Terhaur Purgunnah Kuntit — —	3,35,474 10 6	3,23,148 9 6	12,326 1 0
" Purgunnah Bhadoce — —	1,75,659 0 0	1,75,659 0 0	—
" Total —	48,06,002 4 3	44,69,768 10 9	3,36,233 9 6
" Sewae.			
" Sayer — — —	4,61,820 8 3	4,61,820 8 3	—
" Jaghier — — —	52,67,822 12 6	49,31,589 3 0	3,36,233 9 6
" Mozerahce — — —	4,26,658 0 0	4,26,658 0 0	—
" Khyra Ghur, Collection paid the Nabob	74,038 3 0	74,038 3 0	—
" Vizier — — —	2,23,046 14 0	2,23,046 14 0	—
" Total —	59,91,565 13 6	56,55,332 4 0	8,36,233 9 6
" In the Year 1193 Fuffilee.			
" Sirkar Benares — —	6,14,434 4 6	6,40,370 3 9	34,064 0 9
" Do. Chunar — —	7,12,864 3 3	6,38,858 3 0	74,006 0 3
" Do. Ghazeepeer — —	13,03,189 11 0	11,94,602 13 3	1,08,586 13 9
" Carried over —			

Names of the Sirkara.				Amils Jumma, or Mofus- Al Tufkhuls.	Wauzil, or Collections.	Banker, or Balance.
" Brought forward —						
" Do. Juanpootr —	—	—	—	13,10,125 1 9	12,33,686 12 3	76,486 5 6
" Do. Terhaur Purgunnah Kuntit —	—	—	—	3,29,673 4 6	3,18,883 0 9	10,789 10 9
" Purgunnah Bhadoce —	—	—	—	1,75,659 0 0	1,75,659 0 0	—
				45,05,945 9 0	42,02,012 10 0	3,03,932 15 0
" Sewac.						
" Sayet —	—	—	—	4,03,122 1 3	4,03,122 1 3	—
				49,09,069 10 3	46,05,134 11 3	3,03,932 15 0
" Jaghiers —	—	—	—	4,26,658 0 0	4,26,658 0 0	—
" Mozerahce —	—	—	—	74,038 3 0	74,038 3 0	—
" Khyra Ghur, Collection paid the Nabob	—	—	—	2,23,046 14 0	2,23,046 14 0	—
" Vizier —	—	—	—			
" Total —				56,32,810 11 3	53,28,877 12 3	3,03,932 15 0
" In the Year 1194 Fussilee.						
" Sirkar Benares —	—	—	—	7,05,762 9 0	66,67,123 9 9	38,638 15 3
" Do. Chunar —	—	—	—	7,17,325 12 9	6,44,144 9 0	73,181 3 9
" Do. Ghazeepoor —	—	—	—	14,03,622 2 9	12,89,849 8 3	1,13,772 10 6
" Do. Juanpootr —	—	—	—	13,88,251 11 6	13,09,988 6 3	78,263 5 3
" Do. Terhaur Purgunnah Kuntit —	—	—	—	8,60,345 8 3	3,37,877 10 0	22,467 14 3
" Purgunnah Bhadoce —	—	—	—	1,75,659 0 0	1,75,659 0 0	—
				47,50,966 12 3	44,24,642 11 3	3,26,324 1 0
" Sewac.						
" Sayet —	—	—	—	4,49,273 2 3	4,49,273 2 3	—
				52,00,239 14 6	48,73,915 13 6	3,26,324 1 0
" Jaghiers —	—	—	—	4,26,658 0 0	4,26,658 0 0	—
" Mozerahce —	—	—	—	74,038 3 0	74,038 3 0	—
" Khyra Ghur, Collection paid the Nabob	—	—	—	2,23,046 14 0	2,23,046 14 0	—
" Vizier —	—	—	—			
" Total —				59,23,982 15 6	55,97,658 14 6	3,26,324 1 0
" Deduct Khyra Ghur, alienated from the	—	—	—	2,23,046 14 0	2,23,046 14 0	—
" Zemindarry —	—	—	—			
				57,00,736 1 6	53,74,612 0 6	—
" Add Bevehey, paid by the Bankers to the	—	—	—	42,000 0 0	42,000 0 0	—
" Rajah, about —	—	—	—			
" Total Means —				57,42,936 1 6	54,16,612 0 6	3,26,324 1 0

* N. B. Khyra Ghur should have been de-
 ducted each Year since its Alienation;
 and the Burhay added; but the above
 Degree of Accuracy is deemed sufficient
 for a general Account.

" Benares,
 " 11th September, 1788.

(Signed)

" Jon" Duncan, Resident.

" STATEMENT of the Decrease and Increase in the Sudder Bundabusts (or Settlements) of the Mehals of the Zemindary of Benares, (calculated from the Standard Jumma
" of 1188 Fuffilee, the Year of Cheyt Sing's Expulsion), for 1189, 1190, 1191, 1192, 1193, and 1194, Fuffilee, exclusive of the Customs, Jaghires, Kharije, Jumma, Lands,
" &c. &c.

N^o 16.
Accompany-
ing Letter to
the Resident
of Benares.

1. Sudder Affil Jumma of 1188 Fuffi- lee.	2. Decrease in the Sudder Affil Jumma of 1189 from that of 1188 Fuffilee.	3. Decrease in the Sudder Affil Jumma of 1190 from that of 1188 Fuffilee.	4. Decrease in the Sudder Affil Jum- ma of 1191 from that of 1188 Fuffi- lee.	5. Decrease in the Sudder Affil Jum- ma of 1192 from that of 1188 Fuffi- lee.	6. Decrease in the Sudder Affil Jum- ma of 1193 from that of 1188 Fuffi- lee.	7. Decrease in the Sudder Affil Jum- ma of 1194 from that of 1188 Fuffi- lee.	8. Total Decrease in the Sudder Jumma of 1189, 90, 91, 92, 93, & 94, from the Sudder Affil Jumma of 1188.	9. Bankses, or Ba- lance, after de- ducting the A- mount Decrease in the Sudder Affil Jumma in 1189, 90, 91, 92, & 94, from the Sudder Affil Jumma of 1188.	10. Increase in the Sudder Affil Jumma of 1189 from that of 1188 Fuffilee.	11. Increase in the Sudder Affil Jum- ma of 1190 from that of 1188 Fuffi- lee.	12. Increase in the Sudder Affil Jumma of 1191 from that of 1188 Fuffilee.	13. Increase in the Sudder Affil Jum- ma of 1192 from that of 1188 Fuffi- lee.	14. Increase in the Sudder Affil Jum- ma of 1193 from that of 1188 Fuffi- lee.	15. Increase in the Sudder Affil Jum- ma of 1194 from that of 1188 Fuffi- lee.	16. Total Increase in the Sudder Affil Jumma of 1189, 90, 91, & 94, from that of 1188, in Co- lumn No. 1.	17. Mil, or Land Re- venue, as per Sudder Settle- ment in 1194, exclusive of A- boabs (being the Balance in Co- lumn 9, added to the Total of Increase, in Co- lumn 16.	18. Sudder Aboabs of 1194.	19. Total of the Sudder Bundabust 1194.
40,83,926 2	1,11,320 3 9	5,12,445 10 3	44,112 14	69,949 3	1,35,882 8	21,936 3 6	8,95,606 10 6	31,88,279 7 6	4,61,445 6 3	41,314 4 6	32,018 10 3	28,046 6 9	26,634 6 6	23,579	6,13,638 2 3	38,01,917 1 9	15,719 15 3	38,17,617 9

" N. B. By the above Statement it appears that the Total Decrease (per Column 8) in some Mehals, from the Sudder Jumma

" of 1188 in 1189, 1190, 1191, 1192, 1193, and 1194, has been ————— 8,95,646 10 6

" And also that the Total Increase (per Column 16) in D^o D^o D^o has been ————— 6,13,638 2 3

" Remains the Amount of Decrease of the Sudder Jumma in 6 Years after deducting the Total Amount of Increase ————— 2,82,008 8 3

" Errors excepted.

" Benares,

" 12th Sept. 1788.

" (Signed)

" John Duncan, Resident.

" Fort William, the 3d October 1758.

" STATEMENT, shewing the Decrease and Encrease on the Sudder Jumma of each Purgunna, in the Zemindary of Benares, from 1188 to 1194, both inclusive.

Purgunna	1188.	1189. Kumree.	1190.	1191.	1192.	1193.	1194.	Jummalla Kumree, from 1189 to 1194.	Bankce.	Enfah, 1189.	1190.	1191.	1192.	1193.	1194.	Jummalla Enfah, from 1189 to 1194.	Maha.	Alahab.	Jummalla Jumma.
Banar	91,364 12 0	12,652 0 0	7,147 12 0	—	—	—	—	19,799 12 0	71,565 0 0	2,154 12 0	—	—	—	—	—	2,154 12 0	73,719 12 0	975 0 0	74,694 12 0
Benar	41,436 0 0	—	17,856 6 9	—	—	—	—	17,856 6 9	24,079 9 3	17,870 8 9	—	—	—	—	—	17,870 8 9	41,050 2 0	518 7 0	41,568 9 0
Benar	79,678 12 0	12,770 8 9	15,308 13 3	5,100 6 0	—	—	5,589 0 0	39,778 12 0	40,600 0 0	—	—	—	—	—	—	—	40,600 0 0	—	40,600 0 0
Benar	53,119 3 0	—	—	—	—	—	—	—	53,119 3 0	1,555 9 0	5 4 0	—	—	—	—	—	1,555 9 0	625 0 0	54,674 3 0
Benar	47,807 3 0	—	—	—	—	—	—	—	47,807 3 0	3,831 5 0	—	—	—	—	—	—	3,831 5 0	—	51,638 8 0
Benar	28,681 5 0	—	14,761 12 0	1,600 0 0	—	—	—	15,761 12 0	12,919 9 0	13,753 11 0	—	—	—	—	—	—	12,919 9 0	345 15 0	28,019 3 0
Benar	76,491 10 0	—	7,196 9 0	—	5,600 0 0	—	—	12,196 9 0	64,295 1 0	705 15 0	—	—	—	—	—	—	64,295 1 0	812 8 0	65,107 9 0
Benar	27,538 5 0	—	8,715 0 0	—	—	—	—	8,715 0 0	28,853 5 0	13,686 11 0	—	—	—	—	—	—	13,686 11 0	508 13 6	42,541 13 6
Benar	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Benar	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Benar	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—
Benar	2,929 15 0	—	5,630 14 6	—	270 0 0	—	—	2,929 15 0	2,929 15 0	5,630 14 6	—	—	—	—	—	—	5,630 14 6	—	2,929 15 0
Benar	19,556 0 0	—	—	—	—	—	—	—	19,556 0 0	377 12 0	106 4 0	—	—	—	—	—	377 12 0	—	20,000 0 0
Benar	39,432 11 0	—	4,001 0 0	—	—	—	—	4,001 0 0	35,431 11 0	6,458 4 6	—	—	—	—	—	—	35,431 11 0	514 6 0	44,533 6 0
Benar	6,157 15 0	—	3,514 5 6	145 4 0	—	—	—	3,514 5 6	2,643 5 6	955 8 6	—	—	—	—	—	—	3,514 5 6	177 0 0	12,104 0 0
Benar	24,557 4 0	—	—	—	—	—	—	—	24,557 4 0	1,785 7 3	354 4 9	—	—	—	—	—	24,557 4 0	—	26,000 0 0
Benar	88,315 1 0	—	—	—	—	—	—	—	88,315 1 0	11,405 15 0	—	—	—	—	—	—	11,405 15 0	1,350 0 0	1,01,451 0 0
Benar	75,186 10 0	—	937 8 0	—	—	—	—	937 8 0	74,249 2 0	751 14 0	—	—	—	—	—	—	74,249 2 0	—	75,000 0 0
Benar	1,814 3 7	—	11,777 5 6	—	—	—	—	11,777 5 6	1,814 3 7	10,963 14 6	—	—	—	—	—	—	10,963 14 6	—	13,000 0 0
Benar	87,600 8 9	—	—	6,286 0 0	7,000 0 0	1,000 0 0	—	14,286 0 0	73,314 8 9	876 0 9	20 6 0	—	—	—	—	—	73,314 8 9	—	74,301 0 0
Benar	53,258 15 0	—	687 0 8	—	—	—	—	687 0 8	52,571 7 0	2,429 9 0	—	—	—	—	—	—	52,571 7 0	687 0 8	53,258 15 0
Benar	7,000 8 0	—	—	—	—	2,000 0 0	—	2,000 0 0	5,000 8 0	—	4,000 8 0	—	—	—	—	—	5,000 8 0	—	10,000 0 0
Benar	1,574 12 0	—	2,041 12 0	—	—	—	—	2,041 12 0	1,574 12 0	19,359 11 3	—	—	—	—	—	—	19,359 11 3	—	1,574 12 0
Benar	24,600 14 0	—	1,460 2 6	—	1,000 0 0	—	—	2,460 2 6	23,140 11 6	860 4 6	—	—	—	—	—	—	23,140 11 6	—	26,060 0 0
Benar	501 0 0	—	33 12 0	—	—	—	—	33 12 0	267 4 0	34 0 0	—	—	—	—	—	—	33 12 0	—	534 12 0
Benar	853 2 0	200 8 0	51 10 0	—	—	—	—	252 2 0	601 0 0	—	—	—	—	—	—	—	601 0 0	—	601 0 0
Benar	1,166 13 3	—	9,708 11 0	—	—	260 0 0	—	9,708 11 0	1,166 13 3	9,548 3 0	—	—	—	—	—	—	9,548 3 0	—	1,166 13 3
Benar	90,123 11 9	—	11,445 1 0	—	—	—	—	11,445 1 0	78,678 10 9	35,022 5 3	—	—	—	—	—	—	78,678 10 9	—	62,001 0 0
Benar	8,209 13 0	—	18,766 6 9	8,204 12 9	—	—	—	26,971 3 6	55,712 11 6	6,554 8 6	—	—	—	—	—	—	55,712 11 6	168 15 0	13,609 15 0
Benar	14,186 5 0	—	12,407 2 3	—	—	—	—	12,407 2 3	1,779 2 9	11,627 12 3	—	—	—	—	—	—	12,407 2 3	—	12,407 2 3
Benar	12,508 11 0	—	18,000 0 0	—	6,000 0 0	—	—	24,000 0 0	—	25,000 5 0	—	—	—	—	—	—	24,000 0 0	—	28,000 0 0
Benar	65,409 13 0	—	6,950 0 0	—	—	—	—	6,950 0 0	58,459 13 0	11,551 3 0	—	—	—	—	—	—	58,459 13 0	—	16,401 0 0
Benar	22,506 0 0	—	2,207 8 0	4,350 1 3	549 14 9	—	—	7,007 8 0	14,798 8 0	1,712 0 0	—	—	—	—	—	—	14,798 8 0	—	23,000 0 0
Benar	17,000 0 0	901 4 0	—	9,631 12 0	3,000 0 0	—	—	4,935 0 0	22,001 0 0	—	—	—	—	—	—	—	22,001 0 0	—	23,000 0 0
Benar	11,000 0 0	—	2,175 0 0	—	—	—	—	2,175 0 0	8,825 0 0	—	—	—	—	—	—	—	8,825 0 0	—	12,175 0 0

" Fort William, the 3d October 1758.

	1188.	1189. Kummees.	1190.	1191.	1192.	1193.	1194.	Jummulla Kummees, from 1189 to 1194.	Baukees.	Etalish. 1189.	1190.	1191.	1192.	1193.	Jummulla E. T. T. 189, from 1189 to 1194.	Mahals.	Alouks.	Jummulla Jumlaas.
	32,582 4	—	4,475	—	—	—	—	4,475	28,107 4	5,893 12	—	—	—	—	5,893 12	3,167 1	455	34,420
	41,106	—	525	—	—	—	—	525	40,581	420	—	—	—	—	420	41,001	—	41,001
	88,221	—	—	—	6,400	10,000	—	16,400	71,821	880	—	—	—	—	880	72,701	—	72,701
	31,734 5 3	345 13 3	—	—	—	1,779 6 0	—	2,135 3 3	29,599 2	—	612 3	—	—	—	2,135 3 3	32,734 8 3	400	32,734 8 3
	79,000	—	—	—	—	—	—	79,000	—	1,590 8	4,110 8	—	—	—	6,700 8	85,710	1,662 8	87,372 8
	18,547 4	6,359 1	—	—	—	—	—	6,359 1	12,188 3	500	4,312 13	—	—	—	4,812 13	17,001	120 4	17,121 4 0
	—	—	—	—	—	—	—	—	—	—	3,001	—	—	—	3,001	3,001	—	3,001
	69,624	—	3,037 8	13,000	—	5,500 6	—	22,437 8	47,186 8	6,314 8 0	—	—	13,000	—	19,334 8	66,501	831 4	67,332 4
	59,001	—	5,000 15 3	2,471 15 9	4,979 3	—	—	12,451 15 3	36,549 9	1,451 15 3	—	—	—	—	1,451 15 3	38,001	—	38,001
	2,31,636 8 3	—	10,585 6 9	—	—	—	—	10,585 6 9	2,21,051 1 0	2,151 15 9	—	—	—	—	2,451 15 9	2,23,503 1 3	—	2,23,503 1 3
	99,480 6	1,464 7 9	18,013 8 9	—	—	—	—	19,479 6	80,001	—	—	—	—	—	—	80,001	—	80,001
	20,724 11	950	—	—	—	—	—	950	19,774 11	950	—	—	—	—	950	20,724 11	—	20,724 11
	99,236 3	—	29,200	—	—	—	—	29,200	61,036 3	33,664 13	—	—	15,000	—	48,664 13	1,10,701	—	1,10,701
	1,65,036 12 6	—	1,776 3	—	10,000	29,330 6	8,494 1	69,600 2 6	96,396 11	7,832 2 9	—	—	1,593 9	61,630 8 9	25,651 5 0	1,22,001	1,574 12	1,23,575 12
	1,13,045 6	—	3,735 2	—	12,087 1	46,855 7 6	6,667 4	69,344 15 3	44,600 6 9	1,116 8	—	—	1,890	2,455 1 1	5,400 9 3	57,001	605 4	57,606 4
	5,3376	—	18,485	—	—	15,000	—	33,485	22,891	17,110	—	—	—	—	17,110	47,001	500	47,501
	1,12,751	—	9,099	—	1,000	—	—	10,099	94,752	7,249	—	10,000	—	—	17,249	1,10,001	—	1,10,001
	1,63,527 7	23,358 8 0	15,167 15 6	—	—	—	—	38,526 7	1,25,001	—	—	—	—	—	—	1,25,001	—	1,25,001
	1,01,493 1	—	59,791 5	—	—	—	—	59,791 5	59,701 12	59,709 4	—	—	—	—	59,709 4	1,05,001	—	1,05,001
	1,16,153 1	—	40,516 3 9	—	—	—	—	40,516 3 9	75,636 13 3	26,483 2 9	—	5,881	—	—	32,364 2 9	1,07,001	—	1,07,001
	73,300 13	12,361 13 3	938	—	—	—	—	13,299 13 3	60,001	—	—	—	—	—	—	60,001	—	60,001
	69,608 6 9	—	9,163	—	—	—	—	9,163	60,494 6 9	556 9	—	—	—	—	556 9 3	61,001	—	61,001
	19,735 9 9	—	1,764	—	—	—	—	1,764	17,971 9 9	561 6 3	—	—	—	—	2,331 6 3	20,001	—	20,001
	10,746 15 6	741 15 6	—	1	—	—	—	741 15 6	10,001	—	—	—	—	—	—	10,001	—	10,001
	52,788 8	—	27,565	435	—	—	—	28,000	24,788 8	12,212 8	—	—	—	—	12,212 8	37,001	—	37,001
	41,001	—	12,680	—	—	—	—	12,680	28,321	8,880	—	3,000	—	—	11,680	40,001	—	40,001
	21,572 15 9	—	245 2	—	—	—	—	245 2	21,327 13 9	1,15 12 3	—	—	—	—	1,15 12 3	21,523 13	—	21,523 13
	25,308 4	—	1,021	999	—	2,191	—	4,211	21,097 4	7,185 12	—	—	—	52	7,185 12	28,283	529 9 9	28,812 9 9
	10,790 7 6	—	36 9 3	—	—	—	—	36 9 3	10,553 14 3	29 6 9	—	—	—	—	29 7 3	10,583 5 6	147 1 6	10,730 7
	60,000	—	9,874	—	—	—	—	9,874	50,126	—	—	9,875	—	—	9,875	60,001	750	60,751
	—	—	—	—	—	—	—	—	—	—	2,001	—	—	—	2,001	2,001	—	2,001
	—	—	—	—	—	—	—	—	—	—	—	—	8,001	—	8,001	8,001	100	8,101
	—	—	—	—	—	—	—	—	—	—	—	—	—	—	1,001	1,001	—	1,001
	64,473 9 6	39,131 4 3	1,574 13 9	325 10 3	3,683 3	11,956 10	1,185 13	17,857 6 3	16,616 3 3	5,702 8 9	15,121 13 3	1,260 10 3	6,441 10	1,111 13	32,736 7 6	49,354 10 9	537 7 6	49,891 7 6
	40,83,026 2	1,11,320 3 9	5,12,445 10 3	44,112 14	69,049 3	1,45,882 8	21,936 3	8,95,646 10 6	31,88,279 7	6,46,445 6 3	41,714 4 6	32,018 10 3	28,646 6	4,664 6 6	6,13,638 2 3	38,01,917 9 9	15,719 15 3	38,17,637 9

" Benares,
the 12th Sept' 1788.

(Signed)

For
" Junr. Deputy Resident."

“ S T A T E M E N T and Particulars of the Bundabust (or Settlement) of the Mehals of the Zemindarry
 “ of Benares for Seven Years; or, for 1188, 1189, 1190, 1191, 1192, 1193, and 1194 Fufillee,
 “ exclusive of Customs, Jaghires, and Kharijee, Jumma Lands.

No. 17,
 Accompany-
 ing Letter
 from Resident
 at Benares.

	“ Fufillee Years.	N ^o 1. Affil Jumma.	2. Kumme, or Decrease.	3. Baukee, or Bal ^{ce} , after the Decrease.	4. Ezaffah, or Increase.	5. Jumlah, or Total Am ^{nt} of Bundabust.
“ 1188 {	The Affil Jumma of this Year was the same with that of 1187 —	40,83,926 2 0	—	4,08,396 2 0	—	4,08,396 2 0
“ 1189 —	—	40,83,926 2 0	1,11,320 3 9	39,72,605 14 3	4,61,445 6 3	44,34,051 4 6
“ 1190 —	—	44,34,051 4 6	5,12,445 10 3	39,21,605 10 3	41,314 4 6	39,62,919 14 9
“ 1191 —	—	39,52,919 14 9	44,112 14 0	39,18,807 0 9	32,018 10 3	39,50,825 11 0
“ 1192 —	—	39,50,825 11 0	69,949 3 0	38,80,876 8 0	28,646 6 9	39,09,522 14 9
“ 1193 —	—	39,09,522 14 9	1,35,882 8 0	37,73,640 6 9	26,634 6 6	38,00,274 13 3
“ 1194 —	—	38,00,274 13 3	21,936 3 6	37,78,338 9 9	23,579 0 0	38,01,917 9 9

(2588)

“ Benares, 12th Sept. 1788.

“ Errors excepted.

(Signed) “ Jonⁿ Duncan, Resident.

“ SUDDER Jumma Waffil Baukee of the Mehals of the Zemindarry of Benares for Seven Years ; or,
“ for 1188, 1189, 1190, 1191, 1192, 1193, and 1194 Fuffilee, exclusive of Customs and Jaghires, &c.

No. 18.
Accompanying
Letter from
Resident at
Benares.

	1. Jumma, or Total Amount of Sudder payable Set- tlement.	2. Waffool, or Amount Collections.	3. Baukee, or Balance, concluding the Mon- ies, or Deductions to the Renters.	4. Moneree, or Deduction to the Renters, deduct- ed from the Balance, No. 3.	5. Baukee for Balance incurred by and con- sequently due from the Renters.
“ Fuffilee Years.					
[The Waffil Baukee of this Year cannot be fully or exactly ascertained, as most of the Sudder Records of 1188 were either car- ried away or destroyed about the Time of Cheyt Sing's Expulsion; which happened at this Period — — —]					
“ 1188	40,83,026 2 0	—	—	—	—
“ 1189	44,34,051 4 6	32,07,698 7 6	12,26,352 13 0	3,14,604 14 9	9,11,746 15 3
“ 1190	39,82,925 1 6	33,07,201 7 0	1,75,723 10 6	1,63,831 0 3	11,852 10 3
“ 1191	39,89,614 9 9	35,20,129 2 9	4,59,485 7 0	1,31,109 11 6	3,28,375 11 6
“ 1192	39,31,645 15 6	36,85,239 6 0	2,46,406 9 6	1,95,109 5 9	51,217 3 9
“ 1193	38,25,227 4 9	36,20,924 5 9	2,04,302 15 0	1,62,074 15 6	42,227 15 6
“ 1194	38,17,637 9 0	36,00,689 9 9	2,16,947 15 3	1,63,853 14 3	53,094 1 0

“Transf.

“ Benares, 12th. Sept. 1788.

“ Errors excepted;

(Signed) “ Jon^d Duncan, Resident.

" Translation of the Rajah's Answer to the Letter of the Resident, under Date the 19th
" November 1787.

No. 19.
Accompany-
ing Letter
from the Re-
sident of Be-
nares.

" Your Letter of the 19th November 1787, mentioning that, exclusive of Bhury and Ruffoom
" Khazanna, there was no Notice in the Draught of the Caboleat approved of by you of any
" other Aboab, wherefore you desire to know the Reason of other Aboabs in the Amils Cabo-
" leat, such as Duffoor Dewanny and Waka Negary, and from what Year the Articles of Ruf-
" foom Khazanna, Burkay, Waka Negary, and Duffoor Dewanny, &c. have become annexed
" to the Malguzzarry or Publick Revenue, and at what Rates each of these Articles are set-
" tled; and if the said Aboabs be not included in the annual Settlement transmitted to you,
" that I should send you a separate Account of each of them, so that the Particulars and Total of
" each may thence appear. You further desire me to state from what Year the Cutcherry and
" Khangui Nuzeranah have been annexed to the Revenue, and to state the Amount in which
" both these Nuzeranahs exceed, in each separate Mehal, the Amount of the last Year's Set-
" tlement.

" Sir,

" The Aboabs or Taxes of Bhurray and Ruffoom Khazannah are prevalent everywhere, ex-
" cept that there may be some Places where they are excused by way of Favor to the Aumil;
" but the other Aboabs are not everywhere current, some of them prevailing in some Places,
" and others not in other Places; whilst again, in certain Places, all the Aboabs are current:
" On this Account all the Aboabs were not specified in the Caboleat sent to you; and in that
" which you returned, only the Two Articles of Bhurray and Ruffoom Khazanna were specified,
" but not the others; wherefore in those Places where all the Aboabs are current and usual, they
" were inserted in the Pottah and Caboleat. The Particulars of the Ruffoom Khazanna and other
" Aboabs, and how much of each has been taken, and from what Time, will appear in the se-
" parate accompanying Account.

" As to the Nuzzeranah in the Time of my Predecessors, who were themselves the entire Masters and
" Managers, there was no Necessity to divide the Mal, or Land Revenue, and the Nuzeranah;
" and in the Year 1189 also, according to former Custom, there was no Distinction between the
" Mal and Nuzeranah; but when Jugger Deo Sing became Naib, he reduced the Jumma in a
" certain Amount, and established the Nuzeranah; and as Mr. Anderson took and carried away
" Translations of both the Mal and Nuzeranah, it became, in the Fuffilee Year 1192, annexed
" to the Bundabust or Settlement, which Nuzeranah is named the Cutcherry Nuzeranah, and the
" Khangier Nuzeranah, which the Person possessing the ruling Power for the Time being secretly settled
" for himself with the Aumils. It had not, till the End of last Year, any Connexion with the Bun-
" dabust, and has, in this Year's Settlement, been everywhere annexed to the general Settlement,
" in Proportion to the former usual Amount of it, and now the established Amount of it may
" thence be understood; wherefore, whatever Cutcherry and Khangui Nuzzeranah have become
" annexed to and included in the present Year's Settlement, the same is according to the former
" Amount thereof, and not exceeding it, excepting that in some Places where, in Consideration
" of the abundant Produce there, and of the Defalcation of sundry other Places, something has
" been settled in the Way of Encrease which will appear from the separate Statement.

" Four Enclosures in the above.

" 1st, The Articles of Duffoor Dewanny, and of Wakee Negary, have been established from	
" the Time of the late Bulwant Sing, and of Rajah Cheyt Sing; they are included in the general	
" Collections, and according to the Accounts of the Year 1194, they amount to Rupees 15,718 15 6.	
" The Rates thereof being One $\frac{1}{4}$ Cent. for the Duffoor Dewanny, and Four Annas, or $\frac{1}{2}$ $\frac{1}{4}$	
" Cent. for the Waka Negary Duffoor Dewanny, at 1 $\frac{1}{4}$ Cent. on the Jumma R' 12,242 8 6	
" Waka Nagary, at 4 Annas, or $\frac{1}{2}$ $\frac{1}{4}$ C' — — 3,111 6 9	
" Shaengee, or for the Watchmen over the Crops in the Mutfureeka, or	
" independent Villages, according to the former Establishment — 365 0 3	
" Total Rupees	15,718 15 6

" 2d, Bhurray. This Article is established from the Time of the late Bulwant Sing till the
" present Time. In the Merchants Accounts Half was given up to them and the other Half
" paid to the Rajah, which Custom is also now observed. The whole Amount thereof according
" to the Fuffilee Year 1194 was Rupees 43,744 15 9.

" The Rates of it, that is, of the Rajah's Moiety, is as follows:

		R'	A'
" 1st, On Sicca Rupees,	—	—	1 9 $\frac{1}{4}$ Cent.
" 2d, Gowershakhey, D'	—	—	1 4 D'

" And in the Time of Rajah Cheyt Sing, and of the late Maha Rajah Bulwant Sing, in many
" Places it was established at the Rate of 4 per Cent.: It is now equally shared in all Cases.

" 3d, Ruffoom

" 3d, Ruffoom Kherannah: This is established at the Rate of 1 per Cent. on Sietas and Gowershakeys respectively; and from the Permit or Customs of the Receipts therefrom (exclusive of Benares) it is taken at the Rate of Three Rupees Two Annas. This Article has been established since the Year 1192. In many Purgunnahs it is not introduced, and the whole Amount thereof is per Annum Rupees 26,237 3 3 according to the Receipts of the last Fuffilee Year 1194, viz.

" 1st, From the Land Revenue in such Places as the same stood	
" included in the Caboleats, at 1 $\frac{7}{8}$ Cent. R'	21,048 12 3
" 2d, From the Customs, exclusive of Benares, at 3R' 2A' $\frac{7}{8}$ Cent.	5,188 7 0
" Total as above, Rupees	26,237 3 3

" 4th, As in this Year's Settlement Reductions have in sundry Parts taken place, and that in several other Places some Encrease has been laid on, in view to the Ability of the Country, the following are the Particulars:

" 1st, From the Pergunnah of Bowlee, Pendera, Gurwara, exclusive	
" of Nuzeranah an Encrease of R'	5,000 0 0
" 2d, From the Mehals dependent on Sheo Persun Sing	7,000 0 0
" 3d, From the Pergunnah of Kuntit, many Persons having offered for	
" it on Terms of Encrease, which I represented to you; upon	
" that Ground an Encrease (inclusive of Khazanah Nuzeranah) was made to the Amount of	14,000 0 0
" 4th, In the Pergunnahs of the Sircar of Juanpore the Sum of	
" 15,000R' which had become settled in 1192 for Khanjee	
" Nuzerana has been taken this Year, and nothing additional	
" has taken place	15,000 0 0
" Total Rupees	41,000 0 0

" Benares,
" 12th Sept. 1788.

(Signed) " Jon" Duncan, Resident.

" Translation of the Caboleat of the Farmers and Annals of the Division of Benares for the Fuffelly Year 1195.

" I Farmer of the Purgunnah of
" in the Sircar of
" Whereas the above Purgunnah has, in Consideration of the gross Sum of
" exclusive of Buray and Ruffoom Khezana (Treasurer's Fees), been, on Account of the Rental
" of the whole Year of 1195, agreed to of my own free Will and Consent to be paid by me
" according to the Tushkhur, or Account of Particulars of the Officers of the Sircar; I do
" therefore stipulate and give in Writing that keeping the Ryots and Cultivations* happy, and
" thankful from my laudable Deportment towards them, and observing a faithful, trust-worthy,
" and rightful Conduct, I will (exclusive of the Meyray or Deductions, on Account of Kishnapun
" (Charity Lands to Bramins) and the Maufy Mamooly, or established Exemptions, and the Khary
" Jumma, or that which does appertain to the publick Rental) collect the Revenue of Government
" according to the usual and established Mode from those from whom it is in Demand at the
" proper Periods, and duly account for each Kist or Instalment thereof in such Manner as that
" by the Term of Bhadoon Soody Poommaufhy (or End of Bhadoon), I shall have paid up
" the Whole whereof; nor will I make a single Demand over and above the written Tushkhur, the
" Particulars of which are endorsed on my Pottah, but take only the lawful and established
" Revenue; and in case those who pay it, complain either to the Zemindar or Resident of over
" Exactions, and that the same be established in Proof, I will without Objection pay a Fine of
" Three Times the Amount to Government. I do further promise to exert myself in such
" Manner as that the Mark of Cultivation may be greater than heretofore, and the Registry of
" the Canongoe, which has been established by Government: I will entertain to * keep Check
" Accounts of my own Collections, nor will I in any the smallest Respect conceal from the
" Canongoes any One Article either of Mal (that is, Land Revenue), or of Sayr (that is, of the
" Collections arising from Duties), or any other Article; I will also cause to be prepared and
" delivered to the Canongoes a Statement of the Amount of waste Lands in each Village,
" together with the Particulars of the Crops and of the Lands in Cultivation, and of the woody
" and desert Parts thereof, and of the Ponds and Water Courses; causing the Canongoes also
" punctually to receive through my Officers the Nancar, or Allowance settled on them by Govern-
" ment according to the Orders of the Resident; and making those who pay the Revenue, account
" to the Canongoes for the Fislana or Harvest Fee of each Village, and transmitting the said
" Canongoes Receipts for their Nancar, One to the Zemindary Registry, and One to the Sudder
" Canongoes

* See in Orig.

* See in Orig.

“ Canongoes Duffer, dependent on the Office of the Resident: And as the Duties which were
 “ collected along with the Land Revenue at the Raddary Crowkes on the Transportation of Grain
 “ and other Articles, exclusive of the Custom House Duties, are very prejudicial to the Publick,
 “ and contrary to the Orders of the Honble. Company, whose Views are always directed to the
 “ * East and Advantage of all the Ryots and Traders in general; therefore, from the Beginning of * Sic in Orig,
 “ the present Fulsilly Year 1195, the Collection of the said Duties by the Chowkies in Question is
 “ stopped and prohibited; and if, on the Complaint of any Person, it be proved that any Person
 “ within my Limits shall have taken any Thing from any Body on Account of the said prohibited
 “ Articles, I will without Objection pay a Fine of Three Times the Amount thereof; nor will I
 “ in respect to the Articles aforesaid, which bear but a very inconsiderable Proportion to the whole
 “ Year's Rental, get any Deduction from Government or from the Zemindar. I do further
 “ promise not to suffer any Thieves or Robbers to remain in my Dependencies; and that if any
 “ such should be found therein, I will seize and deliver them up to Government; and if (which
 “ God forbid) any Person's Property or Goods should be stolen or robbed, I will, having
 “ discovered the Thieves with the Property, restore the latter to the Owner, and deliver up the
 “ Thieves or Robbers to Government for Punishment; and in case I shall be unable to discover
 “ the Goods, or to trace out the Thief or Robber, I will consider it as incumbent on me to be
 “ answerable for the Amount thus lost or plundered, and pay the same without Objection.
 “ Whereas I have given in Writing these Lines by Way of Caboleat or Agreement, Particulars of
 “ the Tuskees referred to in the above, the one here translated being for the Purgunnah of
 “ Zehoorabad.

“ Affil, or Original Rental, according to the Year 1194	—	—	1,10,000
“ Deduct for Mogray, or Exemptions	—	—	5,350
			<hr/>
“ Remains	—		1,04,651
“ Encrease	—		5,350
			<hr/>
			1,10,001
“ Nuzerana	—		8,000
			<hr/>
“ Total Rupees	—		1,18,001

“ A True Translation.

(Signed) “ Jonⁿ Duncan, Reⁿ”

“ Extracts from the Proceedings of the Resident at Benares, about Mehudy Ali Khan, Farmer
 of Shadaabad, &c.

“ This being the 13th of Kantuck, or One Day previous to the Period for the Raja's paying
 “ in his Kist for the preceding Month of Roar, or Assin, the Resident desired Gour Rukeh,
 “ the Rajah's Agent, this Forenoon to wait on him in the Evening, with a Statement of how much
 “ was received, and what remained. He came about Eight o'Clock; and, after mentioning the
 “ Particulars, he observed, that Mehudy Ali Khan, the Renter of Ghazepore, had not yet delivered
 “ in his Dakhula, or Merchant's Certificate, for his Kist, amounting to 10,000 Rupees, proving
 “ unable to get any Merchant to deliver it in; and having been To-day (which was the first
 “ Intimation the Resident had of his having come back from Ghazepore) in search of Credit to
 “ that Effect, and that having been unsuccessful, and afraid, as he said, of his Dishonor, he
 “ had declared that he had rather swallow a Potion, and put himself out of the World, than run
 “ that Risk; and Gour Rukah added, that it was said he had or would take it. The Resident,
 “ alarmed at this Intelligence, but uncertain whether there might not be some Artifice in it on
 “ the Part of Mehudy Ali Khan to avoid the Payment of his Kist, sent immediately his Jemadar to
 “ go to the said Khan's House in Benares, and tell him that the Resident wished on the Morrow
 “ to see him, thinking that this Kind of Intimation would serve to ascertain the real State he was
 “ in, and also prevent his taking any violent Resolution, if he had not already done so. In a short
 “ Time the Jumadar returned with Notice, that Mehudy Ali Khan had in the Evening swallowed
 “ a Poorea or Potion; but that Reza Koolikhoor, a native Doctor, had been immediately sent
 “ for, and had administered to him something to make him vomit, and that he had vomited once
 “ before the Jemadar got there, and twice in his Presence, and that the aforesaid Doctor and the
 “ others there had very good Hopes of his Recovery. The Jemadar added, that having spoken to
 “ Mehudy Ali Khan, and represented to him the Rashness of such an Act, and asked him, Why he
 “ had not first made his Appeal to the Resident? Mehudy Ali Khan had answered him, that the
 “ Raja had molested him with Peons for several Days; and that, preferring Death to Dishonor, he
 “ had taken the Potion, but that, if he were better To-morrow, he would come and see the
 “ Resident. The Jemadar added, that Mehudy Ali Khan asked him, Whether the Resident had
 “ not received a Representation from him; and that, being answered in the Negative, he (Mehudy)
 “ observed, that the Rajah's People must have kept it back. The Jemadar observed, that there
 “ seemed to him some Suspicion of a Degree of Deception on the Part of Mehudy Ali Khan, from
 “ this, that when the Rajah's People were present he seemed not able to speak; whereas he spoke
 “ well

" well enough to him (the Jemadar) when they were not present. Upon this Intelligence, the
 " Resident sent immediately the Jemadar again to Mehudy Ali Khan, with Expressions of En-
 " couragement, and an Order to take away the Rajah's Peons; the Jemadar again returned from
 " this Second Visit, with further Notice, that he had done as desired; and that Mehudy Ali
 " Khan had on the Whole several Motions by Vomit and Stool, and was, when he came away,
 " (between 10 and 11) laid down to repose; and that the Doctor had fair Hopes of his Recovery:
 " But the Jemadar further adding on this Occasion, that Mehady Ali Khan told him the Potion
 " he had taken was Semel Khar, which means Arnie; and that he still complained of a Heat
 " and burning about his Stomach. The Resident, on this very alarming Part of this Intelligence,
 " thought proper to send Doctor Boyd (who happened to be at his House) to administer all the
 " Assistance in his Power to Mehudy Ali Khan; and he was accompanied at the Resident's Desire
 " by Mr. Grant, who is an old Acquaintance of this said Khan's. Those Gentlemen returned
 " about Two in the Morning with Intelligence, that, when they went in, Mehudy Ali Khan seemed
 " very low, had the Pain in his Stomach, and a great Difficulty of Breathing; to ease which last,
 " Doctor Boyd took some Blood from him, which gave him great Relief, and procured for him
 " some Kid's Broth, as (he said) he on this Occasion complained that he had not been allowed
 " to take Sustainance for Three Days by the Rajah's Peons, which did him also great good, both
 " as Sustainance, and proving, when mixed with Oil, as an Emetic when the Pain came on him; so
 " that, when they (Messrs. Boyd and Grant) left him, he declared the Pain in his Stomach quite
 " gone; and they left there the Resident's Jemadar, with Orders to come to Doctor Boyd if
 " Mehudy Ali Khan should be taken worse in the Remainder of the Night, and with In-
 " structions, as well as to the People of the House, to administer the Medicine of the Broth
 " with Oil, he having already swallowed a great Quantity of Milk before they went in as often
 " as the Pain returned after; and seeing again the Jemadar, and hearing that the Pain had not
 " returned, the Resident retired for the Remainder of the Night. It is here proper to mention that
 " when his Jemadar, returning from his first Visit to Mehudy Ali Khan about Supper Time, the
 " Resident, in consequence of the said Khan's having questioned the Jemadar whether no Repre-
 " sentation of his had been received, was led also to enquire of Gopee Kunt, One of the publick
 " Native Officers then in attendance, whether he knew of any? whereupon Gopee answered in
 " the Negative; but said, he had just learnt that Mahudy Ali Khan had that Day written to Mr.
 " Grant, who now lies in the Resident's House; and to whom the Resident, having accordingly
 " immediately applied, then for the first Time learnt, that Mehudy Ali Khan had in Fact applied
 " by a Letter to Mr. Grant, of which the following is a Translation.")

[“ Translation of Mehudy Ali Khan's Letter to Mr. Grant.

“ 7th November.

“ On the Night of the 3d of Mohurrim, the Maharaja Saheb called on me to give a Caboleit for
 the Part of last Year's Concern. It struck me, that in the same Manner as the Business was last Year
 transacted with the Ryots, during which I had paid a Loss of 4,000, I was this Year to take it
 in the same Way from the Ryots, and to pay it to Government; therefore I gave the Caboleit.
 It is now 7 or 8 Days ago that a Regulation was issued by the Resident, from a Consideration to
 the Welfare of the Ryots, and the Cultivation of the Country, that every Amil who should exact
 from the Ryots any Thing over and above Amil Mamool, or established Practice, should be con-
 sidered as punishable by Government. In this Way the Amil Mamool, for 500 Years, of that
 Pergunnah is 55,000 Rupees, and the Guzishlapewistake, or Settlement Two Years ago, only
 40,000 Rupees, whilst it is necessary for me to collect One Lack of Rupees, inclusive of the
 Aboabs of Government, the Interest to Merchants, Ryots, Nuncar, and Charges of Establish-
 ment; how, therefore, can I find Funds for 30,000 or 40,000 Rupees Deficiency, being help-
 less? I have now transmitted to the Maha Raja, setting forth that I cannot this Year make good
 the Revenue, and desiring him to commit the Charge thereof to whomsoever he pleases, because
 this Regulation has been issued after the Writing of my Caboleit; and I also wrote, that if he
 thought I had, during the last Year, collected more than I had paid to Government, I was ready
 to deliver in the original gross Accounts; besides which, I have written that To-day my only Ob-
 ject is my Honor, and that whatever ready Money and Goods of every Kind I possessed in this
 Country from this to Calcutta and to Dehli, that could be found out by any one, and shewn
 to be my Property, I would make the Whole a Present to the Maha Raja, and would enter into
 written Engagements accordingly, begging only to be allowed to depart with my Life, my Son of
 Four Years old, and my Family, with the old Clothes that might serve them for a Covering, and
 that all my Property should be that of the Sircar; further specifying, that till the present Time I
 had not touched upon the Country, and that he might therefore give his own Country to whomso-
 ever he pleased. This Petition has been sent: If he shews Compassion to my Situation, and ap-
 proves thereof, it is good; otherwise your Friend will not be dishonored. Now the Answer is
 arrived, and Dishonour is again impending. This Day I will take a Dose of Poison, and set my
 Soul at Liberty. From you I have Two Requests to make; the First, that now, whilst I am yet
 alive, you should apprise the Resident of all the above Circumstances, or of the Purport thereof,
 that Distress drives me to part with my Life; and I say that I will give him his Dakhula, on Con-
 dition,

dition, that in the same Manner as I am to make the Collections from the Ryots, according to the Amil Mamool, or established Practice, he also shall make his Demands on me according to the Amil Mamool, or established Rental in that Pergunnah, for these 500 Years past. If not listening to this, and that I, resigning my Life, shall die, my Second Request to you is, to shew Tendernefs to my infant Son, that no Person may say improper Things of him; otherwise, they also having strewed Powder on the Ground, are ready to blow themselves all up."]

§ (" Mr. Grant observes, in respect to his not having made any Mention of the above Letter, that he had received it about One o'Clock in the Afternoon, had believed it came from Ghazepore, not knowing that Mehudy Ali Khan had returned to Benares; and that partly from an Idea that the Matter was not so serious as the said Khan might wish to make it appear, and partly from a Determination he had laid down; not to interfere in Matters of publick Business, it had not occurred to him to mention any Thing on the Subject to the Resident, but that he had meant to have written back an Answer to Mehudy Ali Khan (as he thought) at Gazapoor; dissuading him from taking Poison, and advising him to represent his Grievances to the Resident directly, who would most certainly, if they were found to be well grounded, do him Justice, without the intermediate Agency of any other Person, that being quite unnecessary. It may be here added, that after Mahudy Ali Khan had, by Dr. Boyd's Visit, procured Relief, he mentioned to the Resident's Jemadar his Desire to be favored with One of his Badge Peons, to bring his Family up from Ghazepoor, which he was told should of course be given to him; and the Jemadar reports himself to have been in every other Respect profuse in his Assurance of the Resident's Regard to him.

" Benares, the 8th November 1787.

" This Morning early the Resident's Jemadar returned from Mehudy Ali Khan with Notice, that he had continued much better, and indeed very easy ever since he had been bled in the Night by Dr. Boyd, who again went to visit him this Morning, and found him in as favourable a State as reported by the Jemadar, as will appear by the following Letter from that Gentleman to the Resident.

" Benares, the 8th November 1787.

" Dear Sir,

" Agreeable to your Desire, I send you a Narrative of the State in which I found Mehudy Ali Khan when I visited him last Night, and To-day early in the Morning. When I first visited him, about Midnight, he was sitting on a Cot, wreathing his Body; and seemingly in great Pain; his Pulse was very weak and very frequent; he complained much of Thirst, and of an acute Pain in his Loins, of Pain in his Stomach and in the Nape of his Neck; but most of all he complained of a great Difficulty of breathing, which greatly interrupted his Speech in attempting to tell me that he had swallowed Four Masha of Simular (or Arsnic) about an Hour after Sun-set; and that although he had followed his Doctor's Prescription, and drank a Quantity of Milk with Ghee in it, and had vomited Four or Five Times, he was not in the smallest Degree relieved by the Operations. In this Condition I gave him a Bowl of warm Water mixed with Sweet Oil to drink. He took a large Draught, and immediately after vomited very freely. I had Hopes this would give him some Relief, but I was disappointed. You know Mehudy Ali Khan, he is a young, and when in Health, an active, vigorous, little Man; therefore, although his Pulse was now very quick, and so weak I could scarcely feel it, his Hands were growing cold, and his Feet likewise, although wrapped in Plenty of warm Bed Cloaths, the Pain in his Stomach not abated, and the Difficulty of breathing continuing to encrease, to relieve him from these alarming Symptoms, I resolved to bleed him. By the Time he had lost Twelve Ounces of Blood he became giddy and faint, and was laid on his Back; his Pulse soon beat faster and less frequent, and whenever he was able to speak, he told me the Pain in his Stomach was greatly abated, and that he breathed with Ease. When I visited him in the Morning, I found him pretty well; he had followed my Instructions, and drank warm Water mixed with Sweet Oil, likewise a Quantity of Soup through the Night; and that, after having vomited twice or thrice, he had slept towards the Morning. He complains a little of Head-ach, of Pain in the Nape of the Neck and Loins, and of a Twitching in his Legs and Arms: To remove these I have ordered him to drink an Infusion of Cassia Filiflutions, and dilute freely with weak Soup. It affords me great Satisfaction to see the Khan in a fair Way of Recovery; and I know this Account will be highly pleasing to you.

* Sic in Orig.

" I am,

" Dear Sir,

" Your's sincerely,

(Signed) " George Boyd."

" The Resident's Jemadar having, on his Arrival this Morning from Mehudy Ali Khan, intimated the said Khan's Request that a public Radgepeon might proceed to bring up his Family from Ghazepoor, Orders were immediately given accordingly, and the Resident's Peon was dispatched with a sealed Letter which Mehudy Ali Khan had written and transmitted for the said

“ said Peon to carry on this Occasion; but although it was thus sent sealed, yet considering the Situation in which Mehudy Ali Khan appeared, from his Letter of Yesterday to Mr. Grant, to have left his Family in, and the Danger of their being perhaps stimulated to some rash Resolution by the Narrative which Mehudy Ali Khan was now sending them, the Resident thought it his Duty, under such Circumstances, to get the Letter withdrawn by his own People from its Cover, and a Copy thereof taken, that he might inspect the Contents before it was sent, of which Copy the following is a Translation :

“ Translation of Mahudy Ali Khan's Letter to his Family.

“ To my dear Mezza Jaun, and to Aka Mahomed Shuffer. After wishing you a long Life, and expressing my Desire of seeing you, I have to represent that heretofore I wrote to you concerning the Rajah's Requisition for the Dakhela. Yesterday, which was Wednesday, when Four Gurries of the Night had passed (about 7 P. M.) his pressing rose to a supreme Degree, so that not seeing any Advantage from any Pleas or Entreaty, I took Poison, that I might deliver myself from this Evil immediately. This Intelligence got to the Resident, who graciously, and from a Desire to preserve my Life, sent Mr. Augustus Grant with a Doctor to me, with the kindest Enquiries how all these Difficulties had occurred to me, and why I had not given Notice that he might have stopped the Severities of the Maha Raja. The said Gentleman exerted himself in every Respect with the Doctor in giving me Medicine to expel the Poison, and they thought it necessary for the Situation I was then in to draw Blood from me; so that, by the Grace of God, and the Guardianship and Attention of the Resident, the Poison has been expelled, and my bodily Disorders cured, and I declare to God that I am now in perfect Health; so that

“ *Sic in Orig.* * you are let Respect to be objected or disquieted, a Calamity indeed fell on me, but it has passed off in Happiness; be thankful therefore to God that my Honor has been preserved in the World. The Resident has declared that I am not to be attendant on the Rajah's Officers, and that he will do all that may be necessary to settle my Affairs. By the Favour of the Almighty, my Mind is in every Respect at Ease, so let no Disquietude attend on you. To-day, which is Thursday in the Morning, the Doctor was again sent, and ordered a Dose of Physic, which I have taken.

“ P. S. In Mehudy Ali Khan's own Hand-writing. Having before this intended to send for the Light of my Eyes Mirza Jaun with his Mother, you will send him on a Carriage with his Mother, and dispatch some People along with them, to guard and take Care of them on the Road, and to bring them here. You will no Doubt have acted as I write you by Nazer Hircarra; and now, through the Favor of God, every Thing will be prosperous. But you will bring Aree Kenant to serve for the resting Place at Syedpore, and the necessary Clothes and Eatables for the Road, all which you will throw into a Cart and come away with the Carriage. Aka Mahomed will come on the large Horse, and Mahomed Ali Beg will mount the Tattoo, and you, my Brother, will take Care of every Thing; and I also, having, in Ten Days Time, settled all my Business in a proper Manner, am coming.

“ On further Enquiries into the Particulars of the unfortunate Attempt made by Mahudy Ali Khan on his own Life, it now appears that he had also intimated such a Design to Mr. Neave, as stated in that Gentleman's Declaration here recorded.

“ Benares, 8th Nov. 1787.

“ On the 4th November 1787, I received an Arzee from Mehudy Ali Khan, representing the distressed Situation he was in, owing to the excessive high Rent he had farmed of the Purgunnah of Shudrabad, and declaring, that if he did not meet with Relief, he should destroy himself with Poison. On the 5th, he sent me Three English Petitions, addressed to Lord Cornwallis, Mr. Duncan, and myself. The Contents were to the same Purport as above-mentioned. I returned for Answer, that his Amanuensis had been so incorrect in his Style, Contents, and Spelling of the English, that I could not possibly present them as directed, and earnestly recommended him to give up the Purgunnah in Question, and by that Means to avoid all future Occasion of Disgust to himself, and what he considered as Oppression from the Rajah, who, in all Cases which concerned the Revenue, was the Master.

“ Not conceiving Mirza Mehudy to be of the resolute Disposition he has since proved, and knowing how commonly used these Assertions were by the Natives, my Foresight never could have anticipated the Calamity he has brought upon himself; and I was flattered with the Hopes of having given the best and only Advice possible.

(Signed) “ J. Neave,
“ Head Assist, Benares.

“ The Nabob Ali Ibrahim Khan having also, this Morning, waited on the Resident, and hearing of what had happened to Mehudy Ali Khan, he said, he (the Nabob) had many Apologies to offer to the Resident, for not having Yesterday given him Notice of a Letter written to him too, on this Subject, by Mehudy Ali, of which Letter, and of the Nabob's Answer thereto, the following Translations are here recorded :

“ Translation

" Translation of a Letter from Mahudy Ali Khan, to the Nabob Ibrahim Ali Khan.

" After the usual Compliments this Year, the Maha Raja gave me Shereabad, at the Rent of 80,000 Rupees, and the Jumma was never more than 55,000; the Resident ordered, that any Amil exacting beyond that which was customary (Amilmamool), should for every Rupee be fined Three. If I should collect for Aboabs, Nankar, Sebundy, &c. a Lack of Rupees, I should be easy. I am now fallen into Difficulty, and not a Cowrie is received from the Country. I have no other Protection than your Kindness, and the Bounty of Heaven. I have no Dependence elsewhere: My Hands are freighted from all Quarters; and I have neither Means in myself, nor Credit with the Money Dealers. If it were possible through you, I could wish to resign to the Raja all my Appointments collectively. If the Nizamut Mutiuddies insist that I have received more than the Government Jumma for last Year, let them take the Cutch Papers from me; and if this cannot be effected, it were better to die at once. Whatever is my Destiny, it will arrive; when, having eaten something, I shall be freed from all Embarrassments: But I have a Son of Four Years of Age, with a Family, at Ghazepoor; and, after my Death, I hope you will take him under your Protection, since it was my Fate to travel into this Country, and resign my Life, to rid me of my Trouble.

" Ali Ibrahim Khan's Answer, dated the 25th of Mohurrim, or 6th November 1787.

" I understand, Sir, the Contents of your Letter, since they appertain to the Government. If the Raja does not listen to you, speak to the Resident. I have no Interviews with him. No one from the Raja comes to me, or does any from me go to him. To destroy yourself by eating any Thing, is according to the Mahomedan Law, and the English Customs exceedingly improper, particularly in a Renter. May God preserve you and your Children. Since the Raja has had the Authority, I have never interfered; and I am in Friendship with the Resident, and can speak to him if you please.

" A true Translation.

(Signed)

" J. Neaves,

" Head Asst, Benares.

" Mr. Treaves, the Resident's 2d Assistant, delivers in the following Relation of a Circumstance that happened between himself and Mehudy Ali Khan, when Mr. Treaves was Acting Resident here in August last:

" Mem. When I was Acting Resident, a Dispute arising between Mirza Mehudy and Rajah Mehipnarain, concerning the Payment of the Sewan Kist, the Rajah placed a Sabnabunder on him, upon which Mirza Mehdy came out to me, like a Madman, and said he would not bear it; but that, unless I made the Raja take the Man off, he would destroy himself. I argued with him for some Time, but he became more enraged, till, at last, I got the Raja to take off the Soontabunder, and then sent Mirza Mehudy to Ghazepoor, but first intreated him to wait upon the Rajah, and make Friends with him, as I would not support him if he continued at variance, and that if he was ever aggrieved, I would do him Justice. This he would not agree to, but paid the Kist, and went to Ghazepoor.

(Signed)

" P. Treaves,

" 2d Assistant.

" The following is a Translation of a Petition this Day sent to the Resident, by Mehudy Ali Khan, by the Hands of his Dewan.

" Since your Kindness and Care of me have Twice saved my Life, I am in Hopes that, in like Manner as you have saved my Life, and extricate me also with Honor from the present Dispute. My Reason for destroying my own Life is this, that the Maha Raja demanded my Kist, my Reason was, that the Money I had paid last Year for Shereabad, exceeded what I had collected, deducting the Charges. This present Year, to save my Reputation, I rented it at 80,000 Rupees, in this Idea, that, as I then lost 5,000 Rupees, so I should now, at the most. Ten Days after executing the Cabooleat for this Year, an Order from the Presence, relative to the Protection of the Ryots, and the Cultivation of the Country, was issued, that nothing more should be taken beyond the ancient Usage, and former Precedent. How could I act in Opposition to this? All I wanted was, for the Raja to rent the Country at what it had been fixed at for the last 500 Years, and take his own Kists; in consequence I wrote an Arzee, and intended my Dewan Wakeel should present it to the Maha Raja; but his People who came in, forcing the Demand, would not permit them. I desired in the Evening to be allowed to pray, and was not allowed; and when I found my Honor and Religion attacked, having no Remedy, I took Poison; and the Chuprossey also added such further Discourse as is improper to be repeated. Since your Kindness has induced you to say that you would settle my Business in your own Presence, I am now in Hopes that whatever Country is under my Management, whether in Amanee or rented, it may be taken from me and put under the Sirkar, on Condition that, in respect to my having, beyond the former President, last Year paid for the Purgunnah of Shereabad, 80,000 Rupees to Government, and realized only, beyond the former and ancient Pre-

cedent, 5,000 Rupees from the Ryots, who have nevertheless lodged a Complaint against me, and wish to have the said Sum restored. I hope therefore, that with regard to the Sum of 4,000 Rupees, which constituted the Galishtah and Peywistah, or usual Rental of the Pergunnah, or the 25,000 Rupees which I have paid into Government, over and above the ancient Amount for 500 Years back of that Pergunnah, I may, according to Justice, obtain to my Right, to enable me also to deliver in the Ryots written Deeds of Satisfaction; and * of this Request * not be granted, I desire that, whatever my Balance may now be, according to the Account of the Chowdries and Canongoes, it may be given from Government, in order that I may pay off my Debts to the Bankers.

* Sic in Orig. " I wish that whatever Claim the Mutsuddies place to my Account from Enmity, may be settled by you, that my Soul may be easy, and retired from worldly * Cases—Shall pray for your Prosperity, and never engage in any Concern, unless under the English Government, and not in those where Natives of India hold the Management.

* Sic in Orig. " A true Translation.
(Signed) " J. Neave,
" Head Assis^t Benares.

" As Mehudy Ali Khan appears in his preceding Correspondence with Mr. Grant, Ibrahim Alikhan, and in his Petition last recorded, to have in different Ways made Allusion at several Times to the Order said to have been issued by the Resident some Days after the signing of his Cabooleet, that whoever should exact more than what the said Khan sometimes calls the Amb Mamool, or usual Revenue, and at other the Amb Mamool Keedum, or Revenue established from ancient Times, should be liable to a Fine; it is proper here to recapitulate, that in the Purwannah to the Raja, of the 5th of October, when he was first vested with the Management, the 3d Article, relative to the then ensuing Settlement, directed that a Blaine should be inserted in the Engagements of the Amil, that in whatsoever Cases it should, on Complaint, be proved either before the Raja or the Resident, that they had exacted any Thing above the lawful Jaiz, and appointed Mohurrer Rates of Revenue, and not as Mehudy Ali Khan unaccountably states it, the Amb Mamool, and far less the ancient Amb Mamool, as he terms it, for 500 Years back, they should pay, for every such Offence, a Fine of Three Times the Amount of the over Exaction. This Order was issued long before Mehudy Ali Khan's Engagements, which bear Date on the 4th of Mohurruu, or 17th of October; and in the First Draft of the separate Mochulka, to be signed by all the Renters which the Raja delivered to the Resident for his Correction or Approbation (as noted in the Proceedings of the 26th ultimo), the very same Terms Jaiz and Mohurrer lawful and established Rates are preserved, as may be seen by the Translation of such proposed Draught, entered in the Proceedings of the 26th Instant, when both the Rajah's separate Draughts of Cabooleet and Mochulka (Agreement or Penalty Bond) were reduced into One with no Alteration in or Addition to the * Since whatever, except a little more Strictness in regard to the Aumil's Responsibility for Robberies, and as far as regarded the Duties; on the single Article of the Transportation of Grain, which was in the Resident's corrected and consolidated Draft, added to all the Rest of the Rahdarry Duties, that the Raja had agreed with the Residents, and stipulated with the Renters in his own Draft of the separate Mochulka, to abolish; yet, in Consideration of these Two small Additions, the Resident (although according to an express Clause of the Purwannah to the Raja of the 5th of October, no Part of the Settlement he was to proceed on was binding till it had received his official Approbation) desired the Raja, as recorded in the Proceedings of the 26th of October, to report to him those among the Renters who might state any Objections to exchange the Cabooleet, which the Raja then, for the first Time, informed him, they had already some of them signed, for the One corrected by the Resident; and he never heard of any Objection whatever being stated: The Raja and his Officers, on the contrary, declaring, that all those at Benares had readily signed the amended * from of the Deed of Settlement, and that to those who had gone into the Country, Copies had been sent; and it appears, that at present, all the Renters whatever have signed the new Form of Engagement, except Mehudy Ali Khan and the Renter of Ghissorah, who were both gone into the Mofussil, the former having set off for Ghazepoor in a Hurry, to assist in quelling the Disturbances there, on the 18th of October, the very Day after signing the first Draught of the Cabooleet, as proposed by the Raja, without, as now appears, executing the separate Mochulka, according to the proposed Draught thereof, proposed and delivered by the Raja himself; to understand the Cause of which, the Resident wrote to the Raja this Day the following Letter:

* Sic in Orig. " Be it known to Raja Mehup Narain Sing,
" At the Time that Mehudy Ali Khan signed his Cabooleet, according to the Draft thereof proposed by you, why did you not * came him also, to execute the accompanying Mochulka, the Draught of which you had also yourself proposed; the more especially, as according to the Custom of this Country, these Two Papers or Deeds are of equal Use and Necessity in Practice; therefore, what was your Reason for getting One signed, and leaving the other unsigned? You are

" are also desired to state, whether Mehudy Ali Khan was at that Time acquainted with the Substance of the Mochulka you had drawn out, particularly, in as much as respects the Fine to be levied upon all Exactions of Revenue above the Jaiz and Mohurrer Rates, which, according to my first Instructions to you of the 5th of October, you were directed to take, in Writing, from all the Amil, at the Time of making the Settlement. Whatever you or your Officers know to be the Truth in this Respect, send a written Account of.

" Ordered, That a Space be left in this Part of the Proceedings for the Rajah's Answer, to be entered, whenever received, immediately after this in the Record, that the whole Matter relative to Mehudy Ali Khan may appear in One connected Series.

" Rajah's Answer, dated the 28th Mohurrer, or 10th November 1787.

" After quoting the Queries in the Resident's Letter, altho' a Mochulka too was ready, yet on your Inspection of it you had signified, that another Draft of it would be committed by you to me, which would be the one to be used; therefore for the Sake of the Dispatch of the Business, the Pottahs were issued on the Aumils signing the Caboolets, and the Mochulkas were kept back till the Draught thereof should be received from you, before which the Pottahs and Caboolets of many Mahals were passed at the Time of enterchanging, which the Conditions of the Mochulka were spoken of to each of the Amils, that, after the Receipt of the Draught thereof from the Presence, a Mochulka, containing sundry Conditions, should be taken as the same should be received; and accordingly, upon the Draught, was received all the Pottahs, and Caboolets that had passed were taken back and new ones taken, including the Substance of the Mochulka; nor had any one of the Aumils the Means, according to the first Condition, to make any Objection in that Respect; wherefore, as Mehudy Ali Khan was acquainted with the Circumstance of writing the Mochulka, as being the * other, he must be considered as having been aware of its Contents, whatever they might be. • Sic in Orig.

" Extract of the Proceedings of the Resident of Benares, dated 12th November 1787.

" Mehudy Ali Khan waited Yesterday of his own Accord on the Resident, and seemed to have recovered his Looks and Health to a surprizing Degree. On conversing with him on the Subject of his rash Attempt on his own Life, he observed, that being from former Times on bad Terms with the Raja, he did not like to make a direct Appeal, or to come to visit the Resident under his Difficulties relative to the Kist's List; the Raja might thereby be still more aggravated against him; his present Requests are as follows:

" 1st, That the Rent he had entered this Year into Engagements to pay for the Purgunnahs of Havailee Ghazepoor, might be reduced from (81,000); One thousand of which, he says, is an Increase on that of last Year, S^r R^t to 80,000 Ghonoshaw R^t, those being the Currency of Ghazepoor.

" 2d, That the Rent which he had in like Manner engaged to pay this Year for the Purgunnah of Shadnabad might be reduced from 80,000 to 55,000, at which it has, he says, stood for many Years before the last, or 1194; when, from his Ignorance of the Country, he was induced to engage for 80,000 R^t, in the Hopes however which he then (as he arrived to the Resident) entertained, that a reasonable Allowance in Deduction would be made to him if necessary.

" 3d, That, if these Terms be not agreed to, he be allowed to give up his said Farm, on the Rajah's making good to him about 12,000 Rupees of Balance on account of last Year, which he has, he says, outstanding in the Two Purgunnahs; a Consideration to the Recovery of which, and the Rajah's giving him to understand that if he did not engage for the present Year he would bring him into Difficulties, were, he says, his Motives for acceding this Year to Terms which he at the Time knew to be too high.

" 4th, That he may pay his Revenue to the Resident, or to his Officers, and not to the Raja.

" With regard to the last Request, the Resident replies to Mehudy Ali Khan, that it cannot be granted, as it would be a Precedent for other Amils to prefer a similar Application, and is otherwise inconsistent with the present System for the Revenues; but that he may depend on the Resident's preventing the Raja, or his Officers, from unduly molesting him in any Respect, provided he will either apply in Person or by Writing directly to the Resident when any Thing disagreeable occurs to him, in like Manner as all the other Aumils know they may do, and do actually practise, having for that Purpose by themselves, or their Vakeels, free Access to the Resident at all Times. With regard to the other Articles of his Request, he is informed by the Resident, that he will advise concerning them with the Raja, and let him know whether he can hold his Two * Terms on the reduced Terms he solicits, or how his Business can be adjusted; meanwhile he is desired to make himself easy, and to perfect his Recovery, by observing such Diet and Regimen as may be recommended to him by Dr. Boyd, whose Aid he gratefully and fervently acknowledged to have alone saved his Life. He further declared in the Course of the Conversation, that the immediate Cause of his swallowing the Poison was to avoid being (as he expressed it) carried along through the Streets to the Raja's Cutcherry, whither he was summoned " in

• Sic in Orig.

“ in the Evening by the Raja's Peons, on failing totally in the Payment of his Kist. The Resident
 “ reasoned a little on this Occasion with Mehudy Ali Khan on the very preposterous Interpretation,
 “ he appeared, by his Letter to Mr. Grant, to have given to the Regulation about not taking
 “ more from the Ryots than the Saiz (lawful) and (Mohurrer) appointed Rates of Revenue, as
 “ if such Words could in any Sense, or by any Violence, imply a Retrospect to 500 Years back;
 “ and altho', in the Resident's own Opinion, Mehudy Ali Khan has, in this Attempt to destroy
 “ himself, on the Whole acted very unwisely with regard to himself, and without any sufficient or
 “ even adequate Cause, according to the Sentiments of Mankind in general, yet, as the peculiar
 “ Temper and Violence of his Mind, and his being (as he himself expressed it) impelled to such
 “ an Act by the native Spirit of a Moghul; the Resident has, on the Whole, spoken to, and
 “ means to treat him with the greatest possible Tenderness, in consideration of the apparent un-
 “ common Niceness of his Feelings, and in Pity to the Act which they appear thus to have driven
 “ him to.

“ Mehudy Ali Khan, soon after his Departure, sent a written Representation to the Resident,
 “ of which the following is a Translation :

“ Translation of a Paper of Requests from Mehudy Ali Khan.

“ As you have been pleased, from your Desire of making a Provision for me, to signify that I
 “ should continue to hold the Concerns in question, and as I am not beyond your Orders, therefore,
 “ notwithstanding that I set forth to you in Person the Points I was desirous of obtaining, still I
 “ do not think it proper to send my Officers into the Country, or to interfere with or touch upon
 “ the Collections of the Country, until those Articles be passed; wherefore I wait for whatever
 “ you are pleased to order.

“ 1st, In the Manner as I requested that my Revenue Doklullas may be paid to Roy Sucker
 “ Pundit, and that the Maharaja may have no Connection with me.

“ 2d, That the Pottah may be granted me for the Pergunnah of Shaduabad for the Fossily
 “ Year 1195, at 55,000 R^s of Gaurshaiy Currency on all Accounts, and that a Pottah may be in
 “ like Manner granted me for the Pergunnahs of the Havillee Ghazepoor for 1195 Fossily at
 “ 80,000 Gourshaiy Rupees on all Accounts, in order that I may then send my Officers into the
 “ Pergunnah and carry on the Collection, and transmit the Paper of the Dakhilla now to Sucker
 “ Pundit, without quitting such Pottahs: If I were to give a Dakhilla and to touch upon the
 “ Country, the Officers of the Raja would form some Plea against me.

“ 3d, I beg to have a Farukutty or Releate for the last Year more Money having been taken
 “ from me than even the Amount of my written Engagemen.

“ 4th, If the Raja's Officers do not agree to the Article above requested, let them pay me
 “ now in ready Money the Amount of my Balances in both Pergunnahs, that I may be relieved
 “ from my Debts to the Money Lenders, and then let him look to his own Country; for, with
 “ regard to myself, I approve of no other Service than that of being attached to the Huzzoor or
 “ Presence.

“ To enable the Resident to decide on the above Request, Ordered, That Sunker Pundit do, as
 “ speedily as possible, procure from the Cannongoes of Ghazipore and Shaduabad a Statement of
 “ the gross Collections from those Pergunnahs for the last Five Years. Gour Buhksh, the Raja's
 “ Agent, being this Day present, is desired also to ascertain and report what are the best Terms he
 “ can let the said Two Pergunnahs on, provided Mehudy Ali Khan gives them up.

“ Extract from the Proceedings of the 16th November.

“ Mehudy Ali Khan paying a Visit this Day to the Resident, it is settled between them in
 “ Conversation as the best Means of adjusting all the Difficulties attending either his giving up or
 “ *containing his present Leases.

* See in Orig.

“ 1st, That he surrenders his Lease of Havaily Ghazapoor to the Raja, leaving him to let it to
 “ whom he pleases, and being only accountable for such Collections as his People may have this
 “ Year made from it, deducting the Expences of One Month's Establishment, but making no
 “ Claim for the Balances real or alledged of last Year.

“ 2dly, That he obtain from the Raja a new Lease of Shaduabad, fixing its Sudder Jumma at
 “ 55,000 R^s, the Sum at which it stood before 1194.

“ The Raja being himself ill, and confined to his House, the Resident did this Morning explain
 “ these Terms to Gour Buhksh his Agent, and desired him to recommend their immediate Accep-
 “ tance to the Raja, as being what appear to the Resident the best adopted both to the Circum-
 “ stances in which Mehudy Ali Khan now stands, and the State also of the Pergunnah of
 “ Shaduabad, which the Raja himself admits to be, in its present State, too high-rented at its first
 “ proposed Jumma of R^s 80,000, out of which he had in consequence himself promised to
 “ Mehudy Ali Khan, at the Time of his signing his Caboolets, to admit some Abatements.

“ Gour Buhksh promised to bring the Raja's Answer in the Evening, but then sent an Excuse
 “ that his necessary Attendance on the Raja's Person would not admit of his coming till To-morrow
 “ Morning.

“ To

(2600)

" To shew that the Advice given as above by the Resident to the Raja cannot be very erroneous;
 " the following Translation of the Rental payable by the Pergunnah of Shaduabad for these Six
 " Years back is here recorded :

" Jumma, or Rental, payable to the Raja from the Pergunnah of Shaduabad from September
 " 1781 to September 1786-7.

" 1781—1189, Bujwunt Roy, Farmer	—	73,486
" N. B. The above Year's Revenue not collected.		
" 1782-3—1190, Roop Sing	—	55,000
" 1783-4—1191, D° D°	—	55,001
" 1784-5—1192, Aka Mehendy	—	55,001
" 1785-6—1193, Sheoperhand, on the Part of Kasmury Mull	—	40,001
" 1786-7—1194, Mehudy Ali Khan, on Account of the current	—	
" Year's Revenue	40,001	80,001
" As found for the Balances	40,000	

" As from the above Account it appears that the Raja has reserved and appropriated separate
 " Funds for his raising the Balance he has agreed to be answerable for 1191;
 " Ordered, That he be written to for a Copy of his Agreement on that Occasion with the late
 " Resident, and desired to specify in his Answer all the Funds then or since reserved for the
 " Liquidation thereof.

" The following Statements of the gross Collections from the Pergunnah of Ghazepoor and
 " Shaduabad have been delivered in by the Canongoes, annexed to each of which is Mehudy Ali
 " Khan's own Statement of Receipt and Disbursement thereon for the last Fullly Year 1194.

" A C C O U N T of Mofussil Rental Receipts and Balances of the Pergunnah of Ghazepoor.

	Mal, or I. d. Rent.	Aboab, or Taxes.	Total of Mal or Aboab.	Deduct Maufty and Choole or Deductions.	Remains of Jumma.	Collected in Torfooly.	Balance Torfooly Species.	Remains Collections in Sicca Rupets.	Balances.
Fuller Year 1187.	21,469 6 0	946 4 3	22,415 10 3	2,255 12 0	90,159 14 3	90,739 3 0	2,754 5 0	87,984 14 0	2,175 0 3
" 1188.	94,573 11 9	791 9 3	95,365 5 0	1,436 10 0	93,928 11 0	87,706 5 9	2,954 11 9	84,781 10 0	9,167 1 0
" 1189.	90,523 7 6	1,357 8 6	91,881 0 0	5,476 1 3	86,404 14 9	82,932 13 6	3,106 9 9	79,826 4 9	6,578 10 0
" 1190.	The Papers not to be found.								
" 1191.	86,979 15 3	3,806 6 9	90,786 6 0	1,573 3 6	89,213 2 6	84,421 13 6	11,339 6 0	83,288 3 6	5,924 15 0
" 1192.	91,644 2 0	999 7 9	92,643 9 9	2,130 4 3	90,513 5 6	90,939 8 6	806 10 3	90,132 14 3	380 7 3
" 1193.	87,511 5 9	2,473 6 9	89,984 12 6	941 10 3	89,043 2 3	85,477 13 9	491 12 6	85,186 1 3	3,857 1 0
" 1194	90,575 1 3	—	90,575 1 3	534 9 3	90,040 8 0	86,768 12 9	441 2 3	86,527 10 6	3,512 13 6

" Mehendy Ali Khan's State of Pergunnahs on Account of Ghazepoor for 1194.

" Paid to the Raja, Mal or Revenue	—	80,000 0 0
" Aboab, D°	—	1,960 0 0
" Taken by the Raja, above written Agreements	—	1,000 0 0
" Buray	—	2,558 8 0
" Sood and Batta	—	1,360 9 3
" Establishment	—	5,182 10 2
" Kirchor paid to the Raja's Durbar and Tulbanna	—	932 14 2
" Vakeel's Wages, &c. present at getting the Khelaut	—	211 2 0

" Total	—	93,606 12 3
" Collection	—	86,937 14 1
" Excess	—	6,668 14 2

" Deduct extra Collections made by Mehudy :

" Alekhan Gunge, Duty on Grain	—	1,352 3 1
" Rale, or Present	—	281 0 0
" Tulbana and Nazee Anna	—	1,587 14 0
		<u>3,268 14 2</u>
" Loss in S' R'	—	<u>3,400 0 0</u>

“ ACCOUNT of Mofufil Rental Receipts and Balances of the Purgunnah of Shauduabad in the Sircar of Ghazipoor.

		Mal, or Land Revenue.	Suf 1 Anna on S ^r Rupees, according to the Custom there.	Aboab, or Taxes.	Syer, &c. or Duties.	Nugerana.	Total Jumma.	Deduct Nangurt Choote.	Remainder of Jumma.	Collected in Torfolie Rupees.	Deduct Batta, or Torfolies.	Remains in Sicca Rupees.	Remains uncollected.
“ Fullcy Year 1190	—	76,476 11 9	4,770 8 0	1,458 5 0	372 7 6	—	83,069 0 3	3,007 9 6	80,061 6 9	82,835 11 0	4,040 2 9	7,879 8 3	1,265 12 6
“ 1191	1,265 14 6	82,899 12 6	4,661 6 6	1,574 9 6	980 15 6	—	91,382 10 6	3,455 10 3	87,927 0 3	88,822 2 0	3,442 2 6	85,379 15 6	2,547 0 9
“ 1192	—	83,404 3 0	4,703 12 3	1,730 14 0	670 6 6	2,319 8 0	92,828 11 9	4,442 8 0	88,386 3 9	91,547 15 9	3,763 13 6	87,784 2 3	602 1 6
“ 1193	—	82,223 15 3	4,360 2 6	2,437 13 0	179 4 3	—	89,201 3 0	5,735 9 9	83,465 9 3	85,266 10 9	3,100 15 6	82,165 11 3	1,299 14 0
“ 1194	—	86,373 4 0	4,763 9 0	2,550 3 0	43 5 9	—	93,730 0 0	4,521 6 0	89,208 15 9	90,092 6 6	3,849 8 9	86,242 13 9	2,966 2 0

“ A true Translation,

(Signed) “ P. Treves.

(2601)

" Mehudy Ali Khan's State of his Expenditures for 1194, on account of Shaduabad.

" Paid to the Raja Mal	—	—	—	—	80,000	0	0
" Aboab	—	—	—	—	1,360	0	0
" Buray	—	—	—	—	2,222	0	0
" On account of the Collections of Proceeding.							
" Amil 10th, and not allowed	—	—	—	—	2,807	14	0
" Sood and Batta of Mahajens	—	—	—	—	1,717	9	1
" Establishment	—	—	—	—	5,943	10	0
" Expended at the Raja's Durbar, and Vakeels.							
" Wages, and Anneral Talbanna, and Nazee for Khelaut	—	—	—	—	865	12	0
" Total Gourher Shaeey					95,118	2	0
" Collections, S ^r R ^r					86,473	2	0
" Excess					8,545	0	0
" Deduct Batta on Sicca Rupees to make them Gourshahy, at the Rate of 4	—	—	—	—	3,598	0	0
" per Cent.	—	—	—	—			
" Loss, or Excess, paid in S ^r R ^r					4,947	0	0
" Deduct Balay, or Excess collected in Shaduabad	—	—	—	—	677	0	0
					4,270	0	0

" Proceedings relative to Mehunde Ali Khan's Lease of Shadurabad.

" Gour Bukhsh attending, said, he had mentioned the Resident's Recommendations in respect of Mehundy Ali Khan to the Rajah, who, being on the Recovery, had said that he would consider of them for a Day or Two, by which Time he would be well enough to pay his Respects in Person, and would agree to what I might suggest.

" The Resident thinking that the Raja ought not to have thus delayed without assigning any adequate Reason in agreeing to what he (the Resident) deemed a reasonable Accommodation for him with Mehundy Ali Khan, now contents himself with ordering, instead of recommending, that the Rajah do this Day send to him a new Pottah in Favour of Mehundy Ali Khan for Shaduabad, at the annual former Jumma of 55,000 R^s.

" The Resident having sent the above Intimation to the Raja verbally by Sanwul Sing, the Person whom the Raja has stationed as his attending Vakeel at the Resident's Cutcherry, the said Sing returned in about an Hour or less with the Pottah required, &c.

" Letter from the Raja, of which Letter the following is a Translation.

" Translation of a Letter from the Raja.

" Your Servant is at all Times submissive to your Order and adherent to your Commands; and I consider Obedience to you as productive to me of all Good, and a Source of Blessings to me. In the Cause of Mehundy Ali Khan, I have, according to whatever has been ordered, signed the Pottah, and now send it to you; but as you have in your Goodness committed all Affairs great and small to your Servant, it is certainly necessary that I should represent to you whatever occurs to me as the most eligible. I do therefore represent that if you approve of giving him a Deduction, if it were specified and signed to on a separate Paper of Requests, it would be better: In future, whatever is your Pleasure I shall consider as the Summit of Expediency and pure Road of Truth.

Dated 17th November.

" The Pottah mentioned in the above not having any official Seal to it, Sanwul Sing, on being questioned thereon, said it was not customary for Pottahs to have any Thing else the Rajah's Mark or Signature affixed to them.

" Ordered, That Mehundy Ali Khan do attend To-morrow Morning, together with the Rajah's Vakeel, to have this Business brought to a Conclusion. Mehundy Ali Khan having attended Yesterday according to the Order of Saturday, it was at first proposed to him, as the Settlement for Shaduabad had been made with him on easy Terms, to agree to pay 55,000 S^r instead of Gowshahy R^s, which are 4 per Cent. inferior to Siccas. He said he would agree if the Resident required it, but that it would make a Difference to him of 2,200 R^s, and that it would be a Novelty, because the Rent of Shaduabad always had been paid in Ghowsahahys Rupees, which the Resident finds to be true. Mehundy Ali Khan further objects to the Conversion of his Rental into Siccas, on the Ground that the Rajah has inserted in his Pottah Two new Articles of Aboab which he had not before paid for Shaduabad, viz. the Articles called Dufloor Dewanny, or Dewanny Dues, which is collected at the Rate of 1 per Cent. and that of Wakanegary at 4 Annas on every hundred Rupees on the Jumma, which Articles are over and above the Two allowed ones of Rossom Khezanah at the Rate of 1 per Cent., and Beray at 2 R^s 12 A^s per 2 Rupees, that stand specified in the approved* from of Cabuleet sent from the Resident for the

* Sic in Orig.

" Rajah's

“ Rajah's Guidance. On Consideration of the above Circumstances, the Resident relinquished the Idea of fixing Mehendy Ali Khan's Rental in S' Rupees.

“ The Resident next proposed to the said Khan, in reference to the Idea of the Pergunnah, to take the Deduction that was to be allowed him by the Rajah's signing to a separate Paper of Requests, and not by returning the former Deeds of Settlement, and taking out new ones; but Mehendy Ali Khan strongly objected to this Mode as proposed by the Rajah; saying that, as long as the First Deeds of Settlement continued to exist, the Rajah or his Officers would not fail to bring some fresh Trouble upon him, on the Plea they would afford. He farther remarked, that with respect to the new Pottah, it was not sealed as it ought to be, to render it valid as all other Pottahs were; upon which Information the Resident sent for Sanwed Sing, the Rajah's Vakeel, and caused him to get the Seal immediately affixed to it, the said Sing apologizing for his Misinformation in that Respect of Saturday, on Plea of a Mistake on his Part.

“ The Pottah being thus signed and sealed, was Yesterday delivered to Mehendy Ali Khan, who delivered his Counterpart Cabooleet and Kistbundy, the latter made out according to the Rate of the Installment sent from the Rajah's Cutcherry. On the Whole, Mehendy Ali Khan's Settlement will stand as follows:

" Jumma payable by him in Gourshahy R'	—	—	—	55,000	0	0
" Ada Refloon Khezana	—	—	—	550	0	0
" Beray at 2 R' 12 Annas per Cent.	—	—	—	1,512	8	0
" Dustoor Dewanny at 1 per Cent.	—	—	—	580	0	0
" Waka Nejary at 4 Annas ditto	—	—	—	137	8	0
Total Gourshahy,				5,77,500	0	0
" Establishment as per last Year	—	—	—	5,943	0	0
" Interest	—	—	—	1,500	0	0
				63,193	0	0
" Estimated Amount of Collections by the former	Terfooly 77,000					
" Deduct Batta to make them into Gourshahy R' at 4 per Cent.	4,620			7,238	0	0
				7,187	0	0
				Remains Profit		
" Deduct Amount of his Balances, which Mehendy Ali Khan claimed of the						
" Rajah, as due to him in the Pergunnah of Ghazepoor on Account of last						
" Year, and which he now gives up	—	—	—	3,600	0	0
				3,587	0	0
				Estimate of Net Profit		
" Ade Bulay, or Excess of Collections as per last Year				677	0	0
				4,264	0	0
				Total Net Profit		

“ That the gross Collections will not be more than 77,000 Terfoolee R', Mehendy Ali Khan says will appear at the End of the Year by the Cannongoes Accounts, because there are, he says, Two, Tuppehwez Jellahabad and Chehtees, which are exceedingly waste, which he must let at an under Value, and * much exceeding one Half of what they let for last Year. He moreover now promises, in Consideration of the present Settlement made with him, to take on himself the satisfying of the Ryots of Shaduabad, who are complaining against him in the Rajah's Cutcherry, for having last Year made an excessive Collection from them, to the Amount of 5,000 R'; and finally, he engages that the Pergunnah shall be by the End of the present Year restored to a State of full Cultivation; on all which Conditions, the Resident thinks that the present Settlement concluded with Mehendy Ali Khan is, under all the Circumstances of the Case, a proper and equitable one.

“ Ordered, That a Perwannah be prepared and written to the Rajah, to know why he has inserted in any of his Pottahs and in the Counterpart Cabooleats taken by him from the Aumils, any other Article of Aboab, &c. than the Two authorized in the corrected Draught of the general Cabooleat delivered to him by the Resident on the which contained only those of Kessoom Khezana and Beray; as also to specify from what Duties the said Two Articles of Kessoom Khezana and Beray have been taken on the Revenue, and at what Rates they are collected on the Jumma; and to point out what further Articles of Aboab he has caused to be specified in any or all of the Cabooleats, with the Date of their Origin and their Rates; and whether such separate Articles be included in the Amount of the general Settlement of the Year as concluded by him, which he has lately transmitted under his Seal for the Resident's Consideration and Confirmation; and if they be not, that the Raja make out and transmit separate Calculations of their Amount.

“ Ordered also, That the Raja be directed to specify in like Manner the Date from which the Articles of Nuzerana Cutcherry and Nuzurana Khanjone have been collected, and desired to specify whether in any and what Instances he has in the present Year's Settlement exceeded the Amount taken on these Accounts in former Years.

“ True Extract.

(Signed) “ Jonⁿ Duncan, Resident.

“ STATEMENT of the Farms taken in 195 Fuffuly, by Kubb Ato Beg, as delivered by the Canongoes.

[illegible]

" Memorandence. For the clearer understanding of the Increase and Decrease of the Jummas of those Farms rented by Kubbb Ali Beg in 1194, who, after giving in his Caboollet for 1195 Fuffilee, gave in a Petition on Representation to the Prefence, stating, that the Districts rented by him were unable to yield the Jumma at which he had taken them; and, if the Mulfuddies of the Sircar did not yield him Justice and Support, he could not complete the Revenues.

" Amount of Jumma per the Statements given in by the Canongoes of the			
" Moffufil Bundabult, or Settlement in 1194 Fuffilee,	—	B. S. R.	10,64,182 12 0
" Amount collected of the above Jumma, R.	—	10,13,14,003	0 0
" Amount collected, which remained as a Balance in	—	5,10,42,119	0 0
" these Purgunnahs	—	—	—

" Kubbb Ali Beg's Statements of what he is responsible for to the Sirkar, including Aboab, " Sebundy Charges.

" Kabooliet Jumma, R. S.	—	8,31,461	0 0
" Amount of Nazeranah which the Rajah formerly received separately, but which is now included in the Bundabult	—	68,000	0 0
" Amount of Bushahee and Interest to the Shroffs	—	33,570	0 0
" Amount of the Treasury Ruffoom	—	8,310	0 0
" Nezer Ruffoom of the Hoolee and Deckfarah taken by the Rajah	—	1,616	0 0
" Amount of Aboab at the Rate 1-4 per Cent. (exclusive of Juanpore)	—	6,949	0 0
" Batta on Gourshake Rupees at 5 per Cent	—	12,250	0 0
" N. B. The Batta taken at the Rajah's Treasury, is fixed at 4-8 per Cent. perhaps the Shroffs took 5 per Cent. from Mirza Kubbb Ali Beg according to the Rate of Bazar Exchange	—	—	9,62,266 0 0

" Sebundy Charges according to the Custom of the Bounty

" at 10 per Cent. viz.			
" Juanpore	—	36,745	0 0
" Gunwarrah	—	13,143	0 0
" Burfuttty	—	8,486	0 6
" Gopalarpoor	—	6,330	0 8
" Mongrah	—	11,394	6 6
" Butnah	—	14,593	8 0
" Khureed	—	10,623	3 0
			1,01,315 15 6
			10,63,471 15 6

" Balance, or Account of Kubbb Ali Beg's Profit (by the " Account of Moffufil Jumma on the Whole of his Farms): " Whatever Balances remained in the Country is to be considered as a Loss

	710 12 6
R.	10,64,182 12 0

" Account of the Pergunnah Balances in 1194.

" Balance in Juanpore	—	16,816	8 9
" Ditto in Gurwarrah	—	5,744	13 3
" Ditto in Burfuttty	—	5,037	1 3
" Ditto in Gopalapoor	—	2,655	2 0
" Ditto in Mongrah	—	4,856	1 6
" Ditto in Bulerah	—	8,841	2 3
" Ditto in Khurud	—	7,091	14 9
			51,042 11 9

" After the Canongoes gave in their Accounts for 1194, it is highly probable that Khubb Ali Beg's Naib collected some Part of the above Balance, and it is requisite and expedient that the said Khubb Ali Beg should give in an Account thereof.

" Amount

“ Amount of the Deficiency which arose in some Pergunnahs from the Caboollet Jumma being
 “ increased beyond the Resources of such Pergunnahs, which was also the principal Cause of
 “ the above Balances * taken place, viz.

* Sic in Orig.

“ In Gurrwarah	—	—	—	4,012	3	9	
“ In Bugatty	—	—	—	5,037	1	3	
“ In Gopalapoor	—	—	—	2,555	2	0	
“ In Mongerah	—	—	—	1,982	6	6	
“ In Balnah	—	—	—	16,570	15	6	
“ In Khured	—	—	—	19,925	2	3	
							50,082 15 3
Deduct Profits of Juanpoor							13,272 9 9

“ Amount of over-rated Jumma on the Whole of Kub Ali Beg's Farms }
 in 1194 — — — — — } 36,810 14 6

“ In the Supposition that Kub Ali Beg has not delivered in an Account of his Collections from
 “ Koar to the present Time, on Account of his Balances for 1194, after the Canongoes Account
 “ of Receipts and Balances for that Year were closed, at the End of Badoon, I am of Opinion that
 “ if it be the Intention of the English Regulations to effect the Cultivation of the Country from
 “ Principles of Justice, the Rajah may be told that it is highly adviseable to settle this Complaint,
 “ and to set the Ryots at ease, and to remit to the Renter the Amount of the Increase taken this
 “ Year upon the Jumma of the last; but the Power of giving this Order or not, rests with the
 “ Ruler.

“ * Memorandence.

* Sic in Orig.

“ Kub Ali Beg wishes to have a Deduction allowed to him for the Canongoes Nankar; and
 “ Semker Pundit's Mutsuddies omitted to insert in their Accounts R. 8,935 4 9.

“ Answer by Omro Sing.

“ In the Pergunnah of Gurwarah it is customary for the Ryots to pay their Revenue in Tunghas
 “ at the Rate of 17 to the Rupee, and the Amil disposes of theirs to the Shroffs at the Rate of 15
 “ Tunghes per R., so that he gains 2 on each Rupee; this Article the Mulsuddies of the Pretence
 “ forget to insert in their Accounts. It amounts in the Year to 10,700, so that these respective
 “ Omissions balance each other.

“ Translated.

(Signed) “ Jonⁿ Duncan, Resident.

“Rajah Mihipnarain's Mofufful Settlement with his Renters for the Fuffuly Year 1195, to which is fubjoined the Estimate Amount of the Customs for that Year.

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.		
Names of the Pergunnahs and Mahals, &c.	Names of the Renters in 1194 Fullees.	Jumma Mal, or Amount of Land Revenue, in 1194 Fy.	Amount of the Cut Cherry Nurseries, in 1194 Fullees.	Amount of the Nurseries, in 1194 Fy.	Total Amount of the Nurseries, Cutcherry, and Khaneghe, in 1194.	Total Amount of the Bundaband, or Settlement, in 1194.	Names of the Renters in 1195 Fullees.	Jumma Mal, or Amount of the Land Revenue, in 1195 Fy.	Total Amount of the Nurseries, Cutcherry, and Khaneghe, in 1195 Fullees.	Total Amount of the Bundaband, or Settlement, in 1195 Fy.	Amount of Decrease in the Settlement, in 1195 Fullees.	Amount of Increase in the Settlement, in 1195 Fy.
Seepore Cutchery	Kulub Ali Beg	1,35,118 5 3	—	—	—	1,35,118 5 3	Juggut Sing	1,35,118 5 3	—	1,35,118 5 3	—	—
"	D ^o	48,137 8	1,000	—	1,000	49,137 8	D ^o	48,137 8	1,000	49,137 8	—	—
"	D ^o	44,001	2,000	—	2,000	46,001	D ^o	44,001	—	44,001	—	—
"	Amanee (or uncontracted for)	28,888	1,000	—	1,000	29,888	D ^o	28,888	—	28,888	—	—
"	Kulub Ali Beg	2,74,160	12,000	—	12,000	2,86,160	Kulub Ali Beg	2,74,160	27,000	3,01,160	—	15,000
"	D ^o	55,001	3,000	—	3,000	58,001	D ^o	55,001	3,000	58,001	—	—
"	D ^o	1,00,001	12,000	—	12,000	1,12,001	Shew Deal	1,00,001	17,000	1,21,001	—	4,000
"	D ^o	85,001	14,000	—	14,000	99,001	Kulub Ali Beg	85,001	14,000	99,001	—	—
"	D ^o	74,301	1,000	—	1,000	75,301	D ^o	74,301	1,000	75,301	—	—
"	D ^o	11,013	1,500	—	1,500	12,513	Munco Sing	11,013	1,000	12,013	500	—
"	D ^o	1,12,001	10,000	5,000	15,000	1,27,001	—	1,12,001	10,000	1,22,001	—	5,000
"	Purtal Sing (Kulub Ali Beg being his Security)	1,72,002	5,000	2,000	7,000	1,79,002	Coffin Beg	1,72,002	7,000	1,79,002	—	7,000
"	Coffin Beg	1,05,001	—	3,000	3,000	1,08,001	Ali Husein Khan	1,05,001	8,000	1,13,001	—	8,000
"	Koolur Nunco Sing	61,001	—	3,000	3,000	64,001	Mullapha Kali Khan	61,001	3,000	64,001	—	—
"	D ^o	2,33,002	—	6,000	6,000	2,39,002	Kulub Ali Beg	2,33,002	6,000	2,39,002	—	12,000
"	D ^o	80,001	—	1,000	1,000	81,001	Miandy Ali Khan	80,001	1,000	81,001	—	3,000
"	D ^o	48,001	—	—	—	48,001	D ^o	48,001	—	48,001	—	—
"	Mehndy Ali Khan	1,65,002	—	7,000	7,000	1,72,002	Buckhoo Sing	1,65,002	7,000	1,72,002	5,000	—
"	Koolur Nunco Sing	20,501	—	—	—	20,501	D ^o	20,501	—	20,501	400	—
"	D ^o	37,001	—	—	—	37,001	Mahomed Azem	37,001	—	37,001	—	2,710
"	D ^o	21,523 10	—	—	—	21,523 10	Shah Ram, Gomalla Bhoder Dobi	21,523 10	—	21,523 10	—	3,684 13 3
"	D ^o	75,001	—	—	—	75,001	Difurint Sing	75,001	1,000	76,001	—	1,000
"	D ^o	1,80,001	4,000	5,000	9,000	1,89,001	Thumun Sing	1,80,001	13,000	1,93,001	—	4,000
"	D ^o	23,001	1,000	500	1,500	24,501	Shumboo Rutton and Sunber Rutton	23,001	1,500	24,501	—	—
"	Shumboo Rutton and Sunker Rutton	8,001	—	—	—	8,001	Tiekaram	8,001	—	8,001	—	—
"	Tiekaram	66,001	3,000	—	3,000	69,001	Saduch Beg	66,001	3,000	69,001	—	—
"	Saduch Beg	10,083 5 6	200	—	200	10,283 5 6	Birgool Lall	10,083 5 6	200	10,283 5 6	—	—
"	Birgool Lall	13,501	450	—	450	13,951	Hookum Sing	13,501	450	13,951	—	—
"	Hookum Sing	12,002	—	—	—	12,002	Pertab Radda and Shewdeal	12,002	—	12,002	—	—
"	Pertab Rutter and Shew Deal	20,724 11	—	—	—	20,724	Cuffin Sing	20,724 11	—	20,724 11	—	—
"	Cuffin Sing	98,002	2,000	4,000	6,000	1,04,002	Ahmad Miller	98,002	—	98,002	8,001	—
"	Ahmad Miller	45,000	4,100	—	4,100	49,100	Sodamund the Gomafter of Herperit Doh	45,000	—	45,000	7,999	—
"	Sodamund the Gomafter of Herperit Doh	44,475	3,000	—	3,000	47,475	Cawn Doh	44,475	—	44,475	10,474	—
"	Cawn Doh	2,39,504 1 3	5,000	—	5,000	2,44,504 1 3	Sahuk Beg	2,39,504 1 3	19,000	2,58,504 1 3	—	14,000
"	Sahuk Beg	20,001	—	—	—	20,001	Gunge Perfaud	20,001	—	20,001	—	—
"	Gunge Perfaud	10,001	500	500	1,000	11,001	Shew Sun Sing	10,001	1,000	11,001	—	—
"	Shew Sun Sing	2,001	—	—	—	2,001	Juggut Sing	2,001	—	2,001	—	—
"	Juggut Sing	66,501	4,000	2,000	6,000	72,501	Adil Sing	66,501	6,000	72,501	—	—
"	Adil Sing	72,701	—	—	—	72,701	Shew Purin Sing	72,701	1,500	74,201	—	1,500
"	Shew Purin Sing	90,141	5,000	5,000	10,000	1,00,141	D ^o	90,141	7,000	97,141	—	2,000
"	D ^o	1,15,001	—	—	—	1,15,001	D ^o	1,15,001	8,500	1,23,501	—	3,500
"	D ^o	38,651	—	—	—	38,651	Juggernaut	38,651	6,000	44,651	—	5,000
"	Juggernaut	92,720	1,000	—	1,000	93,720	Nur Rohum Ali	92,720 12 0	2,000	94,720 12 0	—	—
"	Nur Rohum Ali	62,001	—	2,000	2,000	64,001	Gudjaram	62,001	—	62,001	—	—
"	Gudjaram	37,001	—	—	—	37,001	Guzzeje Sing	37,001	—	37,001	—	—
"	Guzzeje Sing	12,001	—	—	—	12,001	Diljeet Sing	12,001	—	12,001	—	—
"	Diljeet Sing	40,001	—	—	—	40,001	Amanee (uncontracted for)	40,001	—	40,001	—	—
"	Amanee (uncontracted for)	10,001	—	—	—	10,001	D ^o	10,001	—	10,001	—	—
"	D ^o	64,174 4	—	5,000	5,000	69,174 4	D ^o	64,174 4	5,000	69,174 4	—	—
"	D ^o	71,001	1,000	—	1,000	72,001	D ^o	71,001	1,000	72,001	—	—
"	D ^o	43,788 10 3	1,000	1,000	2,000	45,788 10 3	D ^o	43,788 10 3	2,000	45,788 10 3	—	—
"	D ^o	1,75,659	—	—	—	1,75,659	Dileeb Sing	1,75,659	—	1,75,659	—	—
"	Dileeb Sing	3,501	—	—	—	3,501	Bholah Butt	3,501	—	3,501	—	—
"	Bholah Butt	1,121 7 9	—	—	—	1,121 7 9	—	1,121 7 9	—	1,121 7 9	—	—
"	—	1,001	—	—	—	1,001	Sail Ram, Bhoder Dohs Gomalla	1,001	—	1,001	601	—
"	Sail Ram, Bhoder Dohs Gomalla	601	—	—	—	601	This Mehal is abolished	—	—	—	—	—
"	This Mehal is abolished	50,624 9 3	—	—	—	50,624 9 3	—	50,624 9 3	—	50,624 9 3	—	—
"	—	16 6	—	—	—	16 6	—	—	—	—	16 6	—
"	—	—	—	—	—	—	—	—	—	—	—	—
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" Fort William, 3d October 1788.

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" Totals of the different Heads in the Settlements for 1194		37,96,367 10 3	99,750 0 0	58,000 0 0	1,57,750 0 0	39,54,117 10 3	In the Settlement for 95	3,46,980 15 0	1,84,195 0 0	40,01,175 15 0	38,990 6 0	91,049 1 9
" Benares Permit Office	Nett Amt of Customs in 94	1,99,454 1 3	—	—	—	1,99,454 1 3	—	—	—	—	—	—
" Ghazepoor Ditto	Ditto Ditto	1,03,327 14 6	—	4,000 0 0	4,000 0 0	1,07,327 14 6	—	—	—	—	—	—
" Mirzapoor Ditto	Ditto Ditto	1,38,600 10 3	—	1,200 0 0	1,200 0 0	1,39,800 10 3	Estimate Amt of Customs for 95, 1 (one)	—	—	—	—	—
" Jaunpore Ditto	Ditto Ditto	10,506 11 0	—	—	—	10,506 11 0	" formable to that realized in 1194, viz.	4,49,273 1 3	—	4,49,273 1 3	5,200 0 0	—
" Ramnaghar Ditto	Ditto Ditto	6,383 13 3	—	—	—	6,383 13 3	—	—	—	—	—	—
		42,45,640 12 6	99,750 0 0	63,200 0 0	1,62,950 0 0	44,08,590 12 6	—	4,56,253 15 3	1,84,195 0 0	44,50,448 15 3	44,190 6 0	91,049 1 9

" Amount of Moujeras, or Deductions allowed to the Renters, &c. in the Settlement 1194 - - - 1,44,482 13 9

" Amount of payable Balance from the Renters, &c. on Account of the Revenue per D^o 1194 - - - 41,06,771 4 9

" Total Amount of Land Revenue in 1194 per Settlement - - - 42,45,640 12 6

Amount of Moujeras, or Deductions allowed the Renters, &c. in the Settlement for 1195 - - - 1,39,482 13 9

Amt of payable Balance from the Renters, on Account of the Revenue per D^o 1195 - - - 41,26,771 0 6

Total Amount of Land Revenue for 1195 per Settlement - - - Rupees 42,66,253 15 3

" N. B. The Amount of Nuzerana Catcherry and Kiangue not having been brought to publick Account in 1184,

" it is necessary to notice this here, to make this Account agree with the Account No. 17, between which, for

" 1194 and the present Account, there will then remain a Difference of only Rs 5,549 15 6, in which Sum

" the present Statement is deficient.

L
Rajah
Mehipnarain
Sing.

(Written in Nagri)

S The Writing of Rajah Mehipnarain Sing, this Account, Particulars (of the Settlement) is exact.

N. B. Amount of Barhay and Reddowm Khezzana, estimated to amount together to Rs 68,000,

is included in the above.

" Benares,

" 12th Sept^r 1788.

" E. E.

(Signed)

" John Duncan,

" Resident."

“ N° 25. Extract of the Proceedings of the Resident at Benares, under Date the 16th February, at the Pergunnah of Gurrah Dehmah, &c.

“ The Resident having arrived in this Pergunnah of Gurrah Dehmah from that of Moham-medabad, is very sorry to observe that it seems about One-third at least uncultivated, owing to the Mismanagement of the few last Years. The Rajah however promises that it shall be by next Year in a complete State of Cultivation, and Tobarck Hossaine, his Amany Amil or Agent, professes his Confidence of the same happy Effects; saying, that he has already brought a great Proportion of the Land, that lay fallow when he came into the Pergunnah in the Beginning of the Year, into Cultivation; and that it being equally the Rajah's Directions and his own Wish, he does not doubt of being successful in regard to the remaining Part of the Waste Land.

“ Extract of the Proceedings of the Resident at Benares, under Date the 18th February, at the Pergunnah of Bulleah.

“ The Resident having come Yesterday into this Pergunnah from that of Gurrah Dehmah, finds its Appearance much superior to that Pergunnah in Point of Cultivation: Yet it is on the Decline so far, that its collectable Jumma will not be so much this Year as it was last, notwithstanding all the Efforts of Reazel Hufn the Agent of Kulb Ali Khan, who has farmed this Pergunnah upon a Three Years Lease (of which the present is the last), during which his, that is the Head-farmer's, Management cannot be applauded, as the Funds of the Pergunnah have very considerably declined in his Hands. Indeed Reazul Hufn declares, that this Year there was little or any Khereof or First Harvest in the Pergunnah, and that it has been merely by the greatest Exertions that he has prevailed on the Ryots to cultivate the Rubby Crop, which is now on the Ground and seems plentiful.

“ Extract of the Proceedings of the Resident at Benares, under Date the 20th February at the Pergunnah of Khereed.

“ The Resident having this Day come into the Pergunnah of Khereed, finds that Part of it lying between the Frontier of Belceah, the present Station, and Banfdeah (which is one of the Tuppahs or Subdivisions of Kereed) exceedingly waste and uncultivated. The said Tuppah is subfarmed by Gobind Ram from Kulub Ali Beg; and Gobin Ram has again under-rented it to the Zemindars.

“ Extract of the Proceedings of the Resident at Benares, under Date the 23d February, at the Pergunnah of Sekunderpoor.

“ The Resident set out for Sekunderpoor, and is sorry to observe that, for about Six or Seven Cofs that he had farther to pass through the Pergunnah of Kereeb, the Whole appeared one continued Waste as far as the Eye could reach on both Sides of the Road. The Pergunnah Sekunderpoor beginning about a Cofs before he reached the Village, an Old Fort of that Name appeared to a little more Advantage; but even here the Crops seem very scanty, and the Ground more than Half fallow.

Observations on the Road from Bhanfle to Sekunderpoor.

“ Extract of the Proceedings of the Resident at Benares, under Date the 26th February, at the Pergunnah of Secunderpoor.

“ The Resident now leaves Secunderpoor to proceed to Nurgurha, the head Cutcherry of the Pergunnah. He is sorry to observe, that, during the whole Way between these Two Places, which are at the Distance of Six Cofs, or 12 Miles, from each other, not above Twenty Fields of cultivated Ground are to be seen; all the Rest, being, as far as the Eye can reach, except just in the Vicinity of Nuggaha, one general Waste of long Grass, with here and there some straggling jungly Trees. This Falling-off in the Cultivation is said to have happened in the Course of but a few Years; that is, since the late Rajah's Expulsion.

“ Extract of the Proceedings of the Resident at Benares, under Date the 27th February, at the Pergunnah Sekunderpoor.

“ The Resident meant to have proceeded from this Place to Coffimabad; but understanding the Village of Kessenda, the Capital of the Pergunnah of Sufknesser, is situated at Three Cofs Distance, and that many Rhardairy Collections are there exacted, the Zemindars and Ryots being, it seems, all one Body of Rajepoots, who affect to hold themselves in some Sort independent of the Rajah's Government, paying only a Mohurrery or fixed Jumma (which it may be supposed is not over-rated), and managing their interior Concerns as they think fit; the Resident thought it proper, on this Report, to deviate a little from his intended Route, by proceeding this Day to Kessenda, where he accordingly arrived in the Afternoon, and the remaining Part of the Country near the Road, through Sekunderpoor from Nuggurha to Seundah, appearing nearly equally waste with the former Part, as already noticed in the Proceedings of the 26th Instant.

“ The Rajah is therefore desired to appoint a Person to bring those waste Lands into Cultivation, in like Manner as he has done in Kerud, with this Difference or Addition in his Instructions, that

“ he

he subjoin in those to the Abaud Kar, or Manager of the Recultivation of Sekunderpoor, the Rates at which he is authorized to grant Pottahs for the various Kinds of Land; and it is recommended to him to make these Rates even somewhat lower than he may himself think strictly conformable to Justice, reporting the Particulars to the Resident.

" The Rajah is also desired to prepare and transmit a Table of similar Rates to the Abaud Kar of Pergunah Kereed."]

§ (" Benares,
the 12th September 1788.

" E. E.

(Signed) " Jth Jonⁿ Duncan, Resident.

" Proceedings of the Resident at Benares; on Ryots Complaints in the Year 1788.

" Extract from the Proceedings the 19th January 1788.

" The Resident having Yesterday met at Renguil-daufs's Tank the Prisoners confined by Mr. Treves at Shaduabad, he has them now called before him at the same Place; and Mr. Treves being also present, they are asked, why they refused to come to any Agreement before that Gentleman for the Payment of the Revenue to Mehendy Ali Khan their Amil: To which they answered, That they do not refuse to pay according to the Pottahs which they obtained from him at the Beginning of the Year; of which Pottah the following is a Translation taken from an Original which they exhibit.

" Translation of a Betaye Pottah from the Nonza of Kereadeha, in the Tuppah of Barra in Shaduabad in the Sircar of Juanpoor.

" Whereas a Belaye Pottah for the said Village, on account of the Fussuly Year 1195, is written on the Cabooleat of Behun Roy, and Gunder Roy, and Hurlall Roy, and Huldal Roy, and Hurguit Roy, and Becheen Roy, &c. Zemindars; it is necessary that they with Confidence carry on the Cultivation, and that they make whatever it can amount to, and according to this Pottah it shall take place, nor shall any excessive Exactions be made.

" Belaye 1st.

2d.

" Attested by the Seals
" of Gholaum Razee
" and Sungum Laut.

	R ^s
" Sugar Cane, at the Rate of	1 4 4
" 2d Ditto — —	0 4 0
" 3d Ditto — —	0 3 8

" Dated the 4th Shawul, 1194 Fussuly.

" Mr. Treves delivers in the following List of Proposals made by Mehendy Ali Khan to these Ryots.

" Articles proposed by Mehendy Khan to the Zemindars before Mr. Treves.

" 1st, According to the Pottah given at the Beginning of the Year, let the Four Persons get their Lands measured; and if their Cultivation exceed that of last Year, let them give the Betaye or Moiety of it. This I desired them to enter into an Agreement for, before which they declined in your Presence.

" 2d, I proposed to them to enter into Engagements to pay the same as they had paid for any One Year within these Five Years past. This they also refused.

" 3d, As they made a Plea of the Diminution of their Cultivation for the present Year, I proposed them to take 2½ Rupees Jth Bega, on the actual Amount of every Species of Produce, except the Sugar Cane and Koyrar, for which they were to pay at the Rate of 6 Rupees, and to have the Extent measured, as has been their Custom for these 100 Years past, I agreeing even to give them up 2 An^s Jth Begah in Decrease of what they had paid these 100 Years past. This also they would not agree to.

" 4th, I proposed to them to divide in equal Proportions whatever is produced by the Earth, whether Sugar Cane, Kayrar, Wheat, or Barley, according to Kunkoot or Kham or Betaye; that is, One Half to the Amil, the other to the Zemindar, which also they refused in your Presence; I am therefore helpless, the Revenue does not come in order thereon, whatever you think fit.

" Mr. Treves also delivers in Two Engagements, signed by some of these Ryots when he was on the Spot, and which they nevertheless refused, as he adds, to abide by.

" I Ram Buksh Roy, Zemindar of Eesuffpoor, do stipulate and give in Writing, that, in the Land of the said Village, whatever Cultivation there is of Sugar Cane and Koyrar, and every other Article, I will deliver One Half to the Sircar of all the Sugar Cane and Koyrar; and for the Huijeus (or miscellaneous Articles) I will cause them to be measured and computed, and pay the Amount to Government Kist by Kist; therefore I have given this as an Akrar-nama.

" Dated 6th Rebrissane 1195 Fussuly.

“ If any Concealment on my Part, or that of my Brethren or People shall appear, I will pay a Fine of 500 Rupees, ; attested by Mr. Treves, the 16th January 1788.

“ Witnessed, — Azeemeddeen }
Burkut Ullah } Canongoes.

“ 5th, I Adhen Roy, and Durbary Roy, and Ram Deal Roy, of the Village of Seftespoor in the Tuppah of Soory, &c. in the Pergunnah of Shaduabad and Sircar of Junpore :

“ Whereas we have agreed to the Sum of 5 Rupees 531, that is, exclusive of Aboab, according to the Rate of the Pergunnah as its Jumma, of our own Free-will and Consent ; we do therefore stipulate and give in Writing that we will pay the Whole of the said Sum according to our Kist Bundy, by the End of Bysack, without Evasion or Contrivance. We will not allow of any Thieves in our Village ; if it be proved that we do, we will be answerable ; wherefore these Lines have been written as a Cabooleat, to be produced when necessary.

“ Dated the 6th Rebyessaine 1195.

“ (Signed) Adhen Roy, &c.

“ Witness, S^d Treves, 16th January 1788.

“ The Prisoners being called on, now say they still agree to the above Cabooleats, notwithstanding it is evident from Mr. Treves's Information that, after signing them, they soon flew off from and refused to abide by them.

“ Read the following Translation of a Letter just received from Mehendy Ali Khan.

“ Translation of a Letter from Mehendy Ali Khan.

“ According to the Order of Government, I was able, by using every Means to get all the wicked Zemindars to attend, and a Discussion was held between them and me before Mr. Treves ; as he will have informed you. In Five or Six Days hence I have the Government's Revenue to pay :—Whatever you think fit in this Respect let it be ordered. Those who encourage these People to act in this Manner, have assured them, that, if they will to the Number of 100 or 200 People appear together as Complainants, Mehendy Ali Khan will be dismissed. Till now I have, by borrowing from the Merchants, punctually paid in my Kist by the stipulated Day, without having pressed them too much on that Account, lest peradventure any one should represent to you that I was making undue Exactions, and that you should be displeased ; now that the Particulars of their absconding will be represented to you by Mr. Treves, if your Pleasure be to promote the Views of my Enemies, I also, being your Slave, and one who owes his Life to you, am ready to do whatever you may think fit ; or otherwise expel these People from the Country, or place them all in my Custody, to the End that I may, nolens volens, take the Kist from them, and keep up also the Cultivation of the Country for Time to come, otherwise my Hoormut (Honour) will not remain.

“ The Resident thinks it best, on the Receipt of the above Letter, to remand the Prisoners to Shaduabad, there to wait his Orders when he reaches Ghazipoor.

“ The Sepoys Guard who are along with them receive Directions accordingly.

“ Extract from the Proceedings the 29th January 1788.

“ The following is the Manner in which the Shaduabad Disputes have been terminated, and the Agreement or Submission this Day delivered in by the Complainants :

“ Particulars of the Shaduabad Dispute.

“ The Zemindars of the Tuppah of Soory in the said Pergunnah, who have complained, represent that there has been a Deficiency of Cultivation this Year in their respective Villages, so that they are unable to pay the Dues of Government : This was much debated : At length, several of them whose Villages had been duly cultivated, seeing they might make good their Payments according to the Two last Years, 1193 and 1194, they fixed on the least Total they had respectively paid for those Two Years, and entered into their Cabooleats accordingly ; whilst others of them, in whose Villages the Cultivation had been insufficient, not thinking it possible for them to pay either the Jumma of 1193 or 1194, objected to give Cabooleats, but offered to have their Lands measured, and in Conformity thereto, to pay, according to what they expected such Cultivation should turn out by Measurement, at the Rate of 2 R^s for all Sorts of Grain, and for Sugar Cane and Khojrar or Vegetables, at the Rate of 5 R^s 8 A^s per Bega. Mehendy Ali Khan desired them to agree to pay 2 R^s 8 A^s for all Sorts of Grain, and that he would agree to the Sugar Cane Cultivation at the Rate of Five Rupees, as they desired. Finally, the Rates were fixed at 24 Rupees for the former for both Harvests, and the Sugar Cane and Khojrar at Five Rupees.

“ We who are But-raj Roy, and Ram Buksh Roy, Armaun Roy, Rooder Roy, Ashun Roy, and Betoor Roy, &c. Zemindars of the Tuppah Soory, &c. in the Pergunnah Shaduabad, being long to the House or Family of Rutton Roy, as we were disobedient and rose up against the Revenue of and Subjection to Government, we are now become ready to pay the Revenue, and have

“ have written our Coboolcats, and will in all Humility discharge the Revenue of Government
“ without Evasion or rising of any Kind. We hope you will pardon our Faults ; wherefore we
“ have given these few Lines as a Razinama, that in future there may be no Objection.

“ Witnessed, — Azeemedden, and
Burkut Ulla.

(Signed) By the Parties.

“ Extract from the Proceedings of the 20th January 1788.

“ Read the following Translation of Letters from Sheopersun Sing the Amil, and from the Sepoy Jemadar stationed with him in the Pergunnah of Chund Owk.

“ Translation of a Petition from Shao Persua Sing.

“ Your Servant having obtained his Leave, arrived in the Pergunnah of Chund Owk. Till this Time,
“ when the Month of Poore is expiring, only about 1000 Rupees have been collected, nor is there
“ till this Time any Prospect of realizing the Revenue. I have paid in Three Kists to Government.
“ Selate Sing, and Delaute Sing, who are Zemindars here, will in no Respect give their Attendance,
“ nor apply themselves to the Revenue, and are turbulent. I propose to them to pay for
“ their Villages the same as last Year, which they refuse ; and when they were afterwards told to
“ pay their Kist, and that, when the Rubby Harvest was ready, they should enter into written Engagements according to the Jaydead or Produce, or that they should pay the Moiety in the
“ Manner of Danabundy, and therefore to come and make their Appearance, they will nevertheless not listen to any one Proposition ; and Shelleet Gussien Jemadar, who came here with Twenty
“ Sepoys from Jaunpoor, also sent for them, yet they would not come. It appears that they are
“ all joined together, and are meditating War and Tumult ; being helpless, it has appeared to me
“ proper to represent this to you in Detail, that Assistance may be appointed from Government, that
“ they may obtain the just Punishment of their Deserts, so as to prove an Example to others. Without chastising them, the due Authority nor the Settlement of the Pergunnah cannot be
“ preserved.

“ Translation of a Letter from Gheeffa, Jemadar of Sepoys.

“ According to the Order of Government I marched with 18 Spoys, 1 Havadar, and 1 Naick,
“ from Juanpoor to the Place where Sheopersun Sing was, in the Pergunnah of Chund Owk.
“ The Zemindars here are turbulent and rebellious, and do not give their Attendance, or pay the
“ Company's Revenue. In particular, Selah Sing and Deffa Sing, Zemindars, do never attend,
“ and the other Zemindars look up to them ; they have entered into written Engagements for the
“ Instalments of their Caboolcats, but will not pay them. I also sent for Seelah Sing and Deffa
“ Sing aforefaid, to come in and pay their Revenue, but they do not come, and set up contrary Pretences ; they have also many Adherents, and intend to make War.—Let us therefore know
“ what we are to do.

“ As the Pergunnah of Chund Owk is only Five Cofs from the Resident's present Station, a
“ Summons is therefore now sent to the Two Zemindars, who are above represented to be refractory, requiring their Attendance on the Resident at the next Stage of Syedpoor, or wherever
“ he may be, or that their Settlement may be adjusted.

“ A Letter is also written to Sheopersun Sing, advising him of the above, and requiring his Attendance also with the Zemindars.

“ This Measure is taken with the Consent of the Rajah, who is doubtful whether the Zemindars
“ would come in on his Summons.

“ Extract from the Proceedings of the 27th January 1788.

“ The Zemindars of Chund Owk, who were summoned from Chunrowty on the 20th ultimo,
“ having this Evening come in, and Sheoperson Sing their Amil being also present, they are referred to the Rajah that he may hear the Parties and settle the Complaint, or if he cannot, to
“ report the Particulars.

“ Extract from the Proceedings the 29th January 1788.

“ The Rajah reports that he has settled the Dispute between the Zemindars of Chund Owk and
“ their Amil Sheopersun Sing, as per mutual Agreements of the Parties, which he now delivers
“ in, and of which the following are Translations.

“ Akramnama of the Zemindars.

“ We, Selah Sing and Deffa Sing, Zemindars of the Talook of Kurheerpoore and Hundaupy-
“ poore, in the Tuppah of Doleehee in the Pergunnah of Krakut :

“ Whereas, the Resident's Guards were placed over us and brought us in ; we do voluntarily
“ agree to give Half of the Grain of all Kinds, exclusive of the Sugar Cane, as the Share of Government, the other Half being ours ; from this we will not swerve, and we will give due Attendance

" tendance and pay Obedience, and in no Manner disobey Orders, and on our Arrival in the Talook we will deliver Security and Bail. We have therefore given these Lines as an Akranama.
 " Dated the 19th of Kebby * effary.

* Sic in Orig.

" Razeenama of Sheopersun Sing.

" Whereas Selah Sing and Deffa Sing, Zemindars of the Talook of Hurhurpoor, in the Tuppah of Dobehee, in the Pergunnah of Krakut, did not attend to pay their Revenue; I therefore complained to the Resident, who sent a Guard of Sepoys, and brought the Zemindars to the Presence. As they have now agreed to give Half their Grain of all Kinds, exclusive of the Sugar Cane, I also agree to the same; and having called on them for Security and Bail, they have answered that they will give it in the Pergunnah, which I have also agreed to; and the Zemindars have been committed to me from the Presence, wherefore these Lines have been written as a Razeenama.

" Dated the 19th Rebbay * effary

* Sic in Orig.

" Extract from the Proceedings the 2d February 1788.

" Read a Petition from Dyallurage and others, Ryots in Zehoorabad, complaining that the Amil of this Pergunnah does not respect the Pottahs granted to them in the Beginning of the Year. Referred to the Rajah to do Justice to the Parties.

" Extract from the Proceedings the 6th February 1788.

" The Resident thinks fit here to record, that some Ryots of Zehoorabad having within these few Days come to complain, they were referred to the Rajah, who reported that the Heads of them had entered into Agreements with the Amil, Ali Hussée Khan, to pay the same Revenue as last Year; but that the Ryots objected to being assessed on this Footing, alledging that their Grain had suffered by Inundation during the Rainy Season.

" It does appear that the Head of these Ryots, who are those of Two Tuppahs or Divisions of the Pergunnah of Zehoorabad, have voluntarily entered into their Engagements with the Amil, as set forth by the Rajah, who does not therefore think the Ryots entitled to any Redress; alledging, that such small Losses cannot be made up by Government, * since a Case of more than usual plentiful Crop, the Ryots would not agree to encrease their Caboolent. As the Resident acquaints the Rajah that he wishes to leave the Redress of the Ryots entirely to him, and that in the present * Justice, he will not at all interfere further, than by recommending to the Rajah not to let any Views to present Profit induce him to hurt the Pergunnah in Time to come.

" It is observable that One of the Canongoes observed in the Presence of the Rajah and the Resident, that for 5,000 Rupees all the alledged Losses by Inundation would be made up. This Intimation did not appear to meet with the Raja's Approbation, and he went away promising (as the Resident declined giving him any specific Instructions) to settle the Business as should appear to himself just.

" Extract from the Proceedings the 10th February 1788.

" The Raja having this Evening paid a Visit to the Resident, represents, that the Zehoorabad Petitioners (mentioned in the Proceedings of the 6th Instant) are not yet satisfied, and continue to molest him instead of returning to their Pergunnah to go on with the Revenue.

" On this the Resident replies, that he left the Inquiry into, and Decision of, this Cause, wholly to the Raja, as he wishes to do in all Revenue Cases; and that not having himself enquired into the Merits of the present Case, he cannot (were it otherwise entirely consistent with the Plan on which Government wish to establish the Raja on) give any Opinion on; but that if he (the Raja) finds he cannot settle the Dispute, the Resident will agree that One Officer on his own Part, and another on the Part of the Raja, shall sit and hear the Ryots Complaints, by which the Resident, after becoming thus acquainted with the Nature of the Cause, will be able and willing (though the Raja still desires his Advice) to intimate his Opinion on what may be necessary to satisfy the Ryots; and the Resident further informs the Raja, that the Mode now suggested will be a proper one to be followed in all future Instances wherein the Raja may find himself unable to satisfy the complaining Ryots; which the Resident supposes, considering the Reliance he places in the Raja's Desire of Justice, must be very few, even in the Year, and which will therefore be so far only exceptionable to the General System. He (the Resident) wishes the Raja to enable him to carry * into Conformity to his Instructions and Wishes, whereby the Raja should himself both appear, and really be the Principal in all Matters of Revenue.

" The Raja on hearing the Resident's Sentiments as above, declares they meet with his entire Concurrence, and that he will hereafter desire to have the proposed Mode of Enquiry adopted, should he find himself ultimately unable to settle the Complaints of the Ryots of the Pergunnah of Zehoorabad.

“ Extract from the Proceedings the 19th April 1788.

“ Read the following Petition from some Opium Cultivators in Zehoorabad.

“ Translation of a Petition from the Ryots of Zehoorabad, Cultivators of Opium.

“ We, of the Cast of Cutchy, Cultivators of Poppy, Inhabitants of Zehoorabad: When you
 * Sic in Orig. “ had arrived at Ghazipoor, we did represent * ourselves the Circumstances; you was graciously
 “ pleased to order us to adhere to our Nukdy and Betay Pottahs of Assar, and whatever is the just
 “ Revenues of the Sircar to be taken from us, agreeable to the Pottahs. Now the present Amil,
 “ making the Measuring Rod less, has measured our Land, and the Begahs are increased, by
 “ which they demand from us more than the Pottahs; we are unable to support this; and it ap-
 “ pears that our living here is impossible. We are hopeful that a Chuprassy be sent with a Per-
 “ wannah to the Amil of the Place, that he may not take from us more than the Pottah, that we,
 “ remaining satisfied, may pray for your Prosperity.

“ A Copy of the Original of the above is sent to Ali Hufan Khan, the Amil of Zehooradbad,
 “ requiring him to adhere to the Pottahs granted to the Ryots in Assaur, and to make up One
 “ of the Lettah, or Measuring Rod fixed upon when the Resident was in the Pergunnah, without
 “ making undue Exactions.

“ Extract from the Proceedings of 11th June 1788.

“ Read the following Petition from the Opium Ryots of Zehoorabad.

“ Translation of a Petition from Buste and Suffle and Ottern Querees, Inhabitants of the Pergun-
 “ gunnah of Zehoorabad.

“ We who are Querees, and cultivate the Poppy in the Pergunnah of Zehoorabad, are diffi-
 “ cultated. Ali Hufan Khan, who is Amil of the said Pergunnah, engaged in the Presence of the
 “ Gomasta of the (Opium) Factory to render us Justice, and having given us kind Assurance,
 “ carried us along with him, but in no Ways did he act correspondent therewith. Our Situations
 “ will be clearly exemplified from the Account of the Affamies, which has been delivered to the
 “ Presence in this Manner:—All the Affamies are vexed and distressed from the Oppressions commit-
 “ ted on them; and although we have paid our Revenue, yet our Grain is still under Confiscation,
 “ and has been destroyed by the Rain. In this Case if we receive Justice from the Presence it is well;
 “ if not, let an Order be given us to pay the Amil whatever he may demand, and that we give up
 “ also all our Grain, and solicit that we may depart from this Pergunnah to find a Shelter in some
 “ other Place. We have represented what was necessary.

**“ COMPARATIVE Settlement of the Accounts of Buftee of the Quifec Cast, for the Lands rented by him at Kundrah, in the Purgunnah of Zahoorah—
“ bad, in 1194 and 1195 Fulfuly.**

Quantity of Land rented in 1195, P ^r the new Measurement of Ali Hufen Khan, with a Specification of the new Aboab, &c.												
No. 1. Pottahs.	2. Big ^s accs to former Measurement and contd till End of 1194.	3. Rate of Settlement per Bigah.	4. Amount Payable p ^r each Pottah.	5. 1 st Aboab p ^r Bigah 2 ^d A ⁿ o. A new Aboab. was increased.	6. 2 ^d Aboab p ^r Rupee 2 ^d An ^o . 2 An ^o was increased.	7. Total of Numbers 4, 5 and 6.						
Querar Pottah — 2d. Myshuker Pottah 5 19. In this Quantity is included 1 Big ^s and 4 Big ^s of additional Land rented in 1195, to the Increase of Measurement since 1194, in Bigh 1. — 3d. Shalee Pottah — 4th. Jow Pottah —	7 3 0 5 19 0 18 7 0 19 6 0	0 7 0 0 5 0 2 8 0 2 8 0	50 5 0 29 12 0 45 14 0 48 4 0	0 14 0 0 12 0 2 5 0 2 6 6	7 14 0 4 10 6 7 3 0 7 8 6	59 1 0 35 2 6 55 6 0 58 3 0						
In 1195 —	50 15 0		147 3 0	6 5 6	27 4 0	207 12 6						

Quantity of Land rented, and Rates, &c. in 1194, previous to that " Period.						
No. 1. Pottahs.	2. Big ^s accs to former Measurement and contd till End of 1194.	3. Rate of Settlement per Bigah.	4. Amount Payable p ^r each Pottah.	5. Aboab Kudum, or fixed Aboab for former Times, 2. p ^r 6 Pice	6. Total of Numbers 4 and 5.	
Querar Pottah for the " Cultivation of the " Poppy, the Growth " of Tobacco, Vegetables, &c. — " Neyshuken Pottah, or " Land fit for the Cultivation of Sugar " Cane — " Shalek Pottah, or for " Land fit for the Produce of Shelac " Jow Pottah, or for " Land for the Growth " of Barley —	0 6 0 3 15 0 15 7 0 15 0 0	0 7 0 5 0 0 2 8 0 2 8 0	42 0 0 18 12 0 38 6 0 40 0 0	1 5 0 0 9 3 1 3 3 1 4 0	43 5 0 19 5 3 39 9 3 41 4 0	In 1194 — 139 2 0 4 5 6 143 7 6

“ 1st, By the above Account it appears that the Quantity of Land was, in 1194, Rupees 41 2, to which, to shew the Net Increase in 1195, must be added 1 Bigh 4
“ Biswas of additional Land rented in 1195, making in all B^s 42 6; and it also appears by the Measurement made in 1195 by Ali Hufen Khan, the present
“ Renter, by reducing the former current Rate of Measurement, that the Quantity of Ground which was 1194 fixed at 42 6 was made to amount in 1195 to
“ Bag 50 15 Bis,—was making an Increase of Big^s 8 and 9 Bighs. On account of this Increase of Big^s 8 and 9, the Money in demand became increased to
“ Ru^s 29 1, and the Aboab on the Whole has been encreased to Rupees 29 9 above what it was in 1194.
“ 2d, In former Years the Rent used to be paid by Buftee on Treflooley Rupees;—at this Time Ali Hufen Khan demands Sicca Rupees.

" The Resident having ascertained the Grounds of the above Complaint, the following Letter is written to the Raja thereon :

" Be it known to Raja Mehipnarain, the Zemindar of Benares, &c.

• Sic in Orig. " The Rhachee Ryots of the Pergunnah Zehourabad having complained, I now send you the Particulars of the Manner in which their Complaints have * settled, which you are to write to the Amil of the Pergunnah, that he may lay his Injunctions on the Zemindars and Farmers to adhere to the Adjustment here made, and in no Ref, ect to demand an undue Revenue : 1st, Whatever Pottahs Shuck Mahomed Neshaat, your Ahadhar, gave in the Mo of Affar last, as well as the Zemindars, are now to be adhered to.

" 2d, The Measuring Rod, as settled by the Cauzey, and agreed to by Ali Hufon Khan, the Amil, is to be adhered to.

" 3d, The Khachee Ryots represent, that they have always paid their Revenue in Tearsooly Specie, but that now Siccas are demanded ; you must write to the Amil to ascertain this, and according to the Custom of former Years to receive the Revenues.

" 4th, The Ryots represent that your Amil this Year exacts more Aboabs than used to be taken ; he must therefore take the usual Amount, and no more.

" 5th, The Nerkh, or Rate of Valuation of the Huerof Harvest, must be fixed according to the actual Market Price at the End of Maug ; and the Nukh of the Rubby Harvest according to the Market Price up to the End of Jeyte, preserving in the Observance of this general Rate whatever particular local Custom may be in each Place.

" Extract from the Proceedings the 3d February 1788.

" On the Complaints of some Ryots from Pergunnah Chausa, that Koffum Beg the Amil did not act fairly in the Kunhoot, or Estimation of their Grain, on which the Revenue is to be paid.

" Perwannah is addressed to the Canongoes of that Pergunnah to see Justice done in this Respect.

" Extract from the Proceedings the 19th April 1788.

" Read a Petition from sundry Ryots of Chowfa, as follows :

" Translation of a Petition from sundry Ryots of Chowfa.

" The Ryots of the Village of Tajepoor in the Pergunnah of Chowfa. This Year Phoujedar of the said Pergunnah, Nurza Cassen Beg Khan, oppresses us. In the Month of Affar he gave us Pottahs, that the Revenue shall be taken accordingly ; we, agreeably to the same, began our Cultivation ; but now the said Nurza does not adhere to the Pottahs. In the Keruf Produce of Two Maunds, he makes Five Maunds, which makes a heavy Jumma, and demands Money from us. We Ryots want our Rights ; that is, to pay the One Half : Now, by Force, he requires Cabooleat from us to pay ready Money, which we object to, as we have always been accustomed to Beray ; according to that, we each of us are ready to pay ; but even to this he does not agree. In the said Pergunnah a Begah is of Sekundy Six Cubits, but now makes a Begah of 4½ Cubits. My Master, let, from your Presence, Justice be done to us Ryots, whatever is proper ; we Ryots are thrown under Injustice by the Nurza ; and although we desire him to collect according to the general Rate of the Pergunnah, by which Means we may inhabit the Place ; yet to this he does not agree, and says, that you live in the Malkana Village of Raja Buggut Sing, and therefore there shall be more taken from you. For this we are come before your Presence, and are hopeful that, according to our Pottahs of Affar, in Conformity to the Bunk-bust, or general Rule and Rate of the Pergunnah, and according to our former Regulations, an Order may be issued from the Presence, that we, having obtained our Rights, may inhabit the Place, and give the Revenue to the Government ; the Amils of the said Pergunnah for our Security, and Care of Cultivation, and inhabiting the Pergunnah allowed us Maafy at the End of the Year, 85 R^s ; but the said Murza, from Two Years past, has stopped it, which, by enquiring from the Canongoes of the Pergunnah, we hope may be given to us, that we may remain praying for your Health and Prosperity.

" A Copy of the Original of the above is sent to the Raja, with Directions to report what Answers Cossen Beg made to the Raja's former Orders, and why the Ryots have come again to complain on the same Subject.

" Extract from the Proceedings the 19th February 1788.

" Read the following Translation of Petition from certain Opium Ryots.

" Petition of Anope and Kishes, &c. Opium Ryots of Sauya, in the Pergunnah of Mohammedabad.

" In the last Year, the Amils of the Pergunnah of Mahamudabad took from us 6 Annas ⁴⁰ Rupee Encrease, by which Means, becoming helpless, and not having the Means of carrying on " our

“ our Cultivation for the Year ensuing, the Amil gave us much Encouragement, and at the Beginning of the Year gave new Pottahs in Writing, assuring us that Year he would on no Account take more from us than was therein stipulated; on this Assurance we renewed our Exertions to make the Cultivations, and he now renews on us the same excessive Demands. We poor People are greatly distressed: If you are pleased to confirm our Pottahs, we shall remain fixed in our Places of Residence, or otherwise we have no Means of remaining.

“ Report on the above Petition.

“ The Amils adhered to the Terms of the Pottah up to 1190; but having from 1191 established new Taxes to the Amount of 3 A. $\frac{7}{8}$ R., the Ryots have thence been distressed during the last Year (1194); the Amil even increased his Exaction to the Amount of 4 or 5 Annas $\frac{7}{8}$ R., which making the Ryots quite helpless, they declared they would give up their Cultivations; in consequence of which, in the Beginning of 1195, the Amil gave them Pottahs, specifying that their Revenues should be collected according to 1190, yet that this Stipulation is also not adhered to, but, on the contrary, the Demands of 1194 attempted to be enforced.

“ Anoop's Account, cultivated in all 10 Bigahs, viz.

			R ^s	An ^s		R ^s	An ^s
“ 1st, One Spot of 2 Bigas assessed in the Pottah at			5	12	—	11	8
“ 2d, One Spot 1 ditto — at			4	12	—	4	12
“ 3d, One Spot 1 ditto — at			4	0	—	4	0
“ 4th, Ditto 3 ditto — at			3	0	—	9	0
“ 5th, Ditto 2 ditto — at			2	10	—	5	4
“ 6th, Ditto 1 ditto — at			1	12	—	1	12
“ Old Aboab up to 1190 at 2 Annas $\frac{7}{8}$ Biga			—	—	—	1	4
							<hr/>
“ New Aboab since 1190, at 3 Annas $\frac{7}{8}$ R ^s			—	—	—	37	8
							<hr/>
“ Exacted last Year, 1194			—	—	—	44	4 9
							<hr/>
							56 0 0

“ Kishoo's Account, cultivates in all 10 Bigahs.

			R ^s	An ^s		R ^s	An ^s
“ 1st, One Spot — 4 Bigahs at			5	12	$\frac{7}{8}$ Big.	23	0 0
“ 2d, Ditto — 3 — at			3	0		9	0 0
“ 3d, Ditto — 2 — at			2	12		5	4 0
“ 4th, Ditto — 1 — at			1	14		1	14 0
“ Old Aboab up to 1190, at 2 An ^s $\frac{7}{8}$ Bigah			—	—	—	1	4 0
							<hr/>
“ New Ditto established since 1191, at 3 An ^s $\frac{7}{8}$ Bigah			—	—	—	40	6 0
							<hr/>
							7 5 6
							<hr/>
							47 11 6
							<hr/>
“ Exacted in 1194			—	—	—	60	0 0

“ On the above Complaint of Anoop and Kishoo, Opium Ryots of Soouya in the Pergunnah of Mahammadabad, stating, that last Year the Amil exacted from them more than 6 Annas $\frac{7}{8}$ Rupee * more and above the due Revenue, and is equally desirous of doing the same this Year in * See in Orig.
“ Contradiction to the Pottahs given to them. A Perwanna has written to Sheo Persun Sing the Amil, not on any Account to infringe upon or exact more than the Rates of the said Complainants Pottahs, as given to them at the End of the Year; and the Agent for the Provision of the Opium is desirous to see that no more be taken from the Ryots.

“ Extract from the Proceedings the 9th March 1788.

“ The Rajah sends a Petition presented to him by Sheo Persun Sing, the Amil of Mahommadabad, representing, that in consequence of the Orders given on the 8th ultimo in Favour of the Opium Ryots of that Pergunnah (authorizing the Company's Agent for the Provision of that Article to prevent undue Exactions being made on them), he experiences great Inconvenience, since the said Ryots cultivate not only Opium but many other Articles:
“ And as the Amil now promises to maintain the said Ryots all the Rights given by their Pottah, Ordered, That as long as he does so, the Opium Agent shall not interfere between him (the Amil) and the said Opium Ryots; but in case of future well-grounded Complaints from the latter, the Amil's Vakeel is now informed that the Interference of the said Opium Agent will again be authorized.

“ Extract from the Proceedings the 21st February 1788.

“ Read a Petition from Maurrick, and Dhun, and Asjhun, &c. Ryots of Bhansee, setting forth,
 “ That Baboo Jesarval Sing and Obey Sing, the Zemindars to whom the Government's Farmer has
 “ subrented the Tuppah, do every Year make such severe Measurements of the Talook, that One Bigah
 “ of old Measurement is made equal to 1 R^{ce} 5 An^s; besides which, that they exact, at the Time
 “ of settling the Jumma, as much again as is warranted by the Pottah given at the Time of the
 “ Commencement of the Cultivation of Affar; so that, although the Ryotts pay in Fact both
 “ Shares instead of One of their Grain, still they obtain no Relief; wherefore they pray for
 “ Justice.

“ This Petition referred to the Raja for his particular Enquiry and Redrefs.

“ Extracts from the Proceedings the 25th February 1788.

“ On a Complaint preferred by sundry Kashees, or Opium Ryots, of the Purgunnah of Ba-
 “ leeah, thro' Ramchund Pundit, the Government's Agent for the Provision of that Article, that
 “ Reazel Huson does not adhere to the Terms of the Pottahs granted to them of the Beginning
 “ of the Year, not only in regard to their Opium, but the other various Produce which they cul-
 “ tivate.

“ A Purwannah is now addressed to the aforesaid Amil, requiring him strictly to adhere to the
 “ Terms of the Ryots Pottahs.

“ Ram Chund Pundit having also found that great Grievances are suffered by the same Class
 “ of Ryots in the Purgunnah of Kerood, the following Petition on that Subject, and Statement
 “ of the Oppressions having been translated, are here recorded.

“ Translation of a Petition from the Opium Ryots of Kerood, by Name Oodhurr Rekhy, of
 “ Khora in Tuppah Bhansee.

“ The antient Manner in which we carried on our Cultivation continued invariable till the End
 “ of 1189, and for 1190 we got Pottahs to the same Effect, in which Three Annas Aboab per
 “ Rupee were fixed on the Keyrar and Bannas on the Behufaur; but in that Year Air Sing Nar-
 “ rain, Amil, not adhering to the said Pottah, exacted the same from the first inferior Kind of
 “ our Lands, amounting, together with Aboab, to 11 R^s 4 An^s per Bigah on Kayrou, and 6 R^s
 “ per Bigah on the Behelcawr; and from the Beginning of the said Year, to the End of 1193, all
 “ the Amils have collected from us in the same Manner, by which Means many Ryots have fled,
 “ and those who remain have become poor * helpless. In 1194 Atmarain, Amil, collected, accord-
 “ ing to the Year preceding, at the Rate of 11 R^s 4 A^s, and besides 12 per Cent. for Dekye, &c.;
 “ from this Oppression nothing remained to us; wherefore, for 1195, we gave a clear Answer
 “ that we would not stay here; upon which a Pottah was given to us, that we should pay ac-
 “ cording to the Bandobust, or general Rate of the Purgunnah; but we know not what the
 “ Bundabust of the Purgunnah will turn out.—Be pleased to do us Justice.

“ Account of Ordhum.

			R ^s Bif.
“ Total of his Cultivation	—	—	13 19 0
“ Of which Keyraur	—	—	3 19 Cos
“ Of which 1 Bigah was rated at 7 Rupees, &c.	—	—	7 0 0
“ at 2 R ^s 19 Bis, at 5 Rupees	—	—	14 12 0
			21 12 0
“ Aboab 3 A ^s per R ^s	—	—	4 1 3
“ Total up to 1189	—	—	25 13 2
“ Beheviaw's Cultivation, 10 Bigahr, at 2 4 Annas	—	22 8 0	
“ Aboab, at 6 A ^s per R ^s	—	8 7 0	
			30 15 0
“ Total, up to 1189	—	—	56 12 3
“ Since 1190.			
“ Taken upon the Kayrawr 11 4 A ^s p ^r Big ^a Am ^s to	—	—	44 7 0
“ Do. upon the Behowar 6 R ^s	—	—	60 0 0
“ Total	—	—	104 7 0
“ And in 1194			116 0 0

Account of Re Kiry.

" His whole Cultivation	—	—	—	R ^s
" Keyrawr, 5 R ^s 18 $\frac{1}{2}$, of which 3 13 and $\frac{1}{2}$ at 8 Rupees	—	—	—	9 18 $\frac{1}{2}$
" 2 Bigahs 5 Bis, at 5 R ^s	—	—	—	29 8 0
				11 4 0
				40 12 0
" Aboab, 3 A ^s p ^r R ^s	—	—	—	7 10 3
				48 5 3
" Behawar, 4 Begahs at 2 4 p ^r Beg ^a	—	—	—	9 0 0
" Aboab at 6 A ^s p ^r R ^s	—	—	—	3 6 0
				12 6 0
" Total up to 1189	—	—	—	60 12 3
" Since 1190.				
" Keyrawr, 5 18 $\frac{1}{2}$, at 11 R ^s 4 A ^s p ^r Beg	—	—	—	66 12 6
" Behawr 4 Beg ^a , at 6 R ^s p ^r Beg ^a	—	—	—	24 0 0
				90 12 9
" Total up to 1193	—	—	—	101 0 0
" Collected in 1194	—	—	—	

" N. B. Keyrawr includes Poppy, Tobacco, Sugar Canes, and Vegetables, - - - - -
 " Behawaur contains Barley, Ghee-Muffon - - - - Tuffy or Lint, &c. There being also
 " sundry Complaints from the Opium Ryots of Sekunderpoor, Ramchund Pundit is desired
 " to call on the Amil, and endeavour to adjust these Complaints according to Justice, reporting
 " his Proceedings.

" Extract from the Proceedings the 26th February 1788.

" Ram Chund Pundit, the Agent for the Provision of the Honble. Company's Opium for the
 " current Year, having, in Conformity to the Directions delivered to him as recorded in the Pro-
 " ceedings of Yesterday, made an Adjustment to the Contentment of all Parties of the Opium
 " Ryots Complaints in Kureid, the acting Amils of which had accompanied the Resident into
 " this Purgunnah and Sehunderpoor; the following Translation will shew the Mode thereof, and
 " the Particulars.

" The Purgunnah of Kerud consists of Seven Tuppahs, of which

" Gobind Ram is	—	—	—	Bhandidee.
" Subunter of	—	—	—	Munvie,
" and	—	—	—	Mehtwar, and
				Sifouftoor.
" Dun Sing (whose local Representative				
" is Gholaub Sing) submits	—	—	—	Sookpoora, and
" and	—	—	—	Mejhours
" Ram Chund Sah, whose local Repre-				
" sentative subrents	—	—	—	Rurtee.

" 1st, Gobind Ram has agreed to continue the Pottahs of Bhandidee of 1195, and to fix the
 " Aboab on the Koyrawr at 3 A^s p^r R^s, and on the Behrawre at 6 A^s p^r R^s to be taken according
 " to the Number of Crops produced in the Season.

" 2d, To maintain in like Manner the Pottahs for 1195 for Munnea, and to take the former
 " 4 A^s Aboab p^r R^s on both Kayraur, but not to take the other 4 A^s established of late Years
 " per Bigah.

" 3d, That in Mohtwan the Kuttch or Lettch, that is, Measuring Rod (which is the Subject
 " of Complaint), shall be the same as in the Time of Meer Sherf Ally, that is, up to 1188; the
 " said Sherf Ally having been, for the 14 or 15 Years preceding, the Amil of this Purgunnah; and
 " that the Pottahs of 1195 shall be adhered to, in which the Aboab * which various Rates are * Sic in Orig.
 " specified, which is not the Case with the Pottahs of the other Tuppahs.

" 4th, Settled, that the Kettch of Bhandidee shall be used in Sufootaur, and the Pottahs of
 " 1195 adhered to at the old Aboab of 4 Annas.

" 5th, For Sookpoora. Settled, that the 4 A^s of Old Aboab shall be continued, but not the
 " One-half Increase of late Years, and to adhere to the Kettah of Rejy Sing.

" 6th, In Nujhows. Settled, that the Pottahs settled for 1195 be continued, and the Aboab fixed
 " at the old Rate of 4 Annas, and the Kittah to be that of Munchul Sing.

" 7th, Rawtee. The Complainants represent that their Pottahs did not specify the Aboab, and
 " the Amil fixed the Aboab at different Rates in such Manner as that the Parties were satisfied.

" In Sekundarpore the Ryots complained that their Rents had been augmented, and the Mea-
 " surement Rods or Kuttchs lengthened; wherefore they prayed that they might be restored to
 " what

“ what they stood at during the long Amilship of Mur Ashraf Ali, which the Amil agreeing to, the Complaint was then adjusted.

“ A Purgunnah is written to the Canongoes of this Purgunnah, transmitting to them the Copy of Amil's Muchulka, engaging not to force Weyra on the Ryots; which Document they are directed to retain among their Records, and to be careful to report any and all Breaches of the Terms of it.

“ On a Complaint from the Ryots of Bhaunada in Khereed, that the deputy Farmers there do not adhere to the Pottah and Lettch fixed on when the Resident was in that Purgunnah, an Order is written to the Raja to cause the same to be adhered to.

“ Extract from the Proceedings the 15th June 1788.

“ Read a Petition from Deo and Soobungse, Queeres of the Tuppah of Mooleepaul in the Purgunnah of Khereed, setting forth that the Lettch, or Measuring Rod, settled when the Resident was in the Purgunnah, has been used in the Measurement of the Whole thereof, excepting only the Koyraur, or Ground producing Vegetables, &c. in the Tuppah of Multepaul; in respect to which Sheo Dyaul Sing, the Zemindar of the said Tuppah, says, that the Koyraur must be measured by a different Rod, which greatly distresses the Petitioners; wherefore they pray that an Order may be issued to Meer Mutchen the Amil, to use the same Lettch for the Koyraur of Muttepaul as has been used for all the Rest of the Purgunnah.

“ An Order is sent to the Rajah to comply with the Prayer of this Petition.

“ Extract from the Proceedings the 22d April 1788.

“ Read a Petition from Mustapha Kooly Khan, the Farmer of Puchoter, delivered to the Resident by the Raja, stating, that the Zemindar and Ryots of Tuppeh Luckna, &c. in his Ameldarry, will not agree to pay their due Revenue.

“ At the Request of the Raja, an Order is written to the Canongoes, desiring them to see that the Zemindars of the Tuppah of Lokna, &c. pay the same Rent and Jereets and Aboab as were current in the Times of the former Meer Sherf Ali, and of the Rajahs Bulwuns and Cheyte Sing.

“ Extract from the Proceedings the 23d May 1788.

“ Read the following State of the Complaints of some Ryots from Puchoter, who having refused to obey the Raja's Order to return into the Mofussil, and the Raja having a few Days ago applied to the Resident to compel them, this has induced him to make the following Enquiry into the Complaint.

“ Report of Shunker Pundit on the Complaint of the Ryots of Pucholer.

“ The Zemindars of Puchoter complain that Mustapha Khooly Khan, the Amil of the said Purgunnah, having fixed 4 A' Aboab @ R', has taken a Cabooleat from the Zemindars of that Tuppah the Day that the Zemindars delivered in their Cabooleat; the Day after, their Brothers came to the Prefence and complained. In the Pottah which the Zemindar has got from the Amil, the Sabek or Farmer, Aboab is mentioned; and the Zemindars represent that, in the Time of Meer Sherif Ali, their Aboab was 1 R' 9 An' @ Cent. and in 1192, the said Meer settled 7 @ Cent. as the Aboab. The Canongoes have lately reported the Aboab to be at the Rate of 2 A' @ R', which they say took place in 1173, 22 Years ago. Mustafy Kooly Khan demands 4 A' @ Rupee, for which the Zemindars of Tuppah of Mutehoo now complain.

“ The Canongoes of Pucholer report as follows :

“ That in the Fufuly Year 1173, Meer Sherf Ali formed the Purgunnah, according to the Request of the Zemindars from Bulwunt Sing, at R' 55,000; and when he went into the Purgunnah and ascertained its Produce, not seeing it equal to answer the Government Demand, he told the Zemindars, representing that, at their Desire, he had made the Bundobust; whereafter they desired him to measure the whole Purgunnah, and to lay an equal Assessment upon each Bigah and Daan, and that they would take upon themselves to make up in that Manner the full Sum of the Government's Rental: When all the Purgunnah was measured, 28 A' were fixed on Bigah by Desire of the Zemindars, as the Rye or common Rate; and as by that Rye or Stand, and also there was not a Prospect of paying the stipulated Revenue, he (Sherf Ali) again had Recourse to the Zemindars, who thereupon fixed 2 An' per Rupee, to be collected as Keroh. In that Year there happened a Storm of Hail; the Revenue was not fully collected.

“ In 1174 the Hail Stones of the preceding Year having greatly reduced and injured the Country, Meer Seef Ali made the Settlement of each Village separately, fixing Agou Betay for Payment in Kind, in many Places, and annexing the Collection of many Spots to the Purgunnah of Bebeah, and others to the Deory. In that Manner he made such a Settlement as tended to the Happiness of the Ryots. In that Year he paid the Aboab of the Purgunnah at 19 A' per Cent, &c. up to the End of 1191 Fufuly; the same Aboab remained current in the Mofussil, and nothing more was claimed.

“ In

“ In 1192 Sherf Ali and Aka Mehendy took the Purgunnah in question in Farm as Partners.

“ In that Year they fixed the Aboab at 7 R¹ 1 A¹ per Cent. and collected the same from the Zemindars.

“ In the End of the Year, according to the Representations of the Zemindars, they (the said Farmers) gave up One Half of the said Aboab, and collected the other Half, that is, 3, 8, 6.

“ In 1193 and 1194 Mukund Ram the Amil of Koonr, Mundcoo Sing the Rajah's Son, kept up this same Aboab of 7 1 A¹, and collected it from the Malguzars; but although in many Places 7 1 A¹ were realized, in others the Half only was taken, and in others nothing at all.

“ In 1195 Mookundram, the last Year's Amil, remained in the Purgunnah till the End of Bhadoon, and made the Collections till the Month of Sawun, without paying the smallest Attention to the Cultivation of the ensuing Year; in the Beginning of Assar there were no Preparations made for the Cultivation of Shamaar and Kodom, and, where the Cultivation had in some Places been carried on for a Grain Crop, it was in many Parts lost by Inundation;—the Ribby Crop still yet remained, which the Rain had blasted (Hirdo). By these Means the Purgunnah in question has fallen greatly, insomuch that its Revenue will be this Year less than usual.

“ Read, the following Letter from the Raja on this Subject, written Yesterday in consequence of its having been curiously before the Resident the Day before.

“ Raja to the Resident.

“ When I represented to you the Particulars of the Disobedience of Puchoter, you were pleased to order that they should be sent to you; and that, if their Objections were found groundless, they should be rebuked. I did accordingly send the said Persons to you, together with Salla Bussie Ram my Vakeel, and the Amil of the Pergunnah; you were pleased to desire Shunker Pundit to ascertain the State of the said Persons Complaints, and to report the same to you, which he did; and Bussieram informed me fully what you thereon observed to him brought the People back here.

“ My good Sir, to the present Time I never have, as you well know, in settling the Complaints of the Ryots, had in view the Profit or Loss of the Amils, but only the Ryots Happiness; but now these People will not abide by their own Agreements, or act according to the Report of the Canongoes, which Bussie Ram delivered in to you in Answer to your Purgunnah. If these People do not adhere to what is right, and according to the Accounts, others will also catch the Infection; and, as the Period for the Collections is now short, the Revenue of Government will not be punctually received. You are the Master, therefore I have fully represented it to you. I have also received a Petition from Mookundram, the Amil of Havelly Ghazipoore, setting forth the Wickedness of the People there. The Particulars of People of this Kind, and the State of the Farmers, such as it is, are fully apparent; in all Cases your Support is necessary.

“ The Resident, referring to the Proceedings of the 1st of March last, finds that the Rye, or general Rate per Bigah, was then fixed by Consent of the Ryots of Puchoter at 2 4 per Bigah, which is 4 Annas less than it stood at in 1173, 22 Years ago. The Aboab was not then indeed settled, but left to the Canongoes to fix; and as they have fixed it at 2 A¹ per Rupee of the Rye, which is also as little as it was in 1173, and One Half less than the Amil wished to exact.

“ The Ryots and the Amil being now present, they are informed that the Rye shall be fixed as agreed on (for which, vide Proceedings of the 1st March) at 2½ Rupees per Bigah, and the Aboab at 2 Annas, as fixed by the Canongoes: The Amil making to the Ryots (as he has stipulated) an Allowance for their Losses by Inundation.

“ Extract from the Proceedings 16th June 1788.

Read, the following Petition from sundry Ryots of the Talooka of Lotah, in the Pergunnah of Sheopore.

“ Whatever we have been used to pay in the Times of Bubount Sing and Cheyte Sing, we have this Year paid the same on account of our Poppy Cultivation; but Shunker Rullen and Sunker Rutter, who hold the Talook of Lotah under the Rajah, do, by Force and Violence, demand from us 1½ Annas ~~per~~ R¹, or 9 6 Annas ~~per~~ Cent. Increase, being what we never gave in the Time of Raja Bulwant Sing. By this we see no Prospect of paying what is demanded of us, and are helpless; and all this, although they take from us what is to make up our Losses occasioned by the Encampment of Troops at Merwaddy. Heretofore, once in the Time of Sheo Omer Sing, we were thus oppressed; but, complaining to the Resident, we got an Order to prohibit undue Exactions, and, upon the Receipt of the Pergunnah, we were not molested. As we are unable to support any excessive Demand, we therefore apply to you for Justice.

“ The Petitioners, being asked how long they have paid this Tax of 1½ Annas, answer, for these Two Years past; and that is over and above their old Aboabs.

“ The

" The Resident understands from Omrow Sing, that this 1½ Annas is composed of the following Articles :

- " 1 Rupees Ruffom Khaz,—and
- " 8 A Nankar of Canongoes.
- " 8 D° Fulseen and Rozana of D°.
- " 1 ¼ Cent. Bhet and Dehuz, or Newta.
- " 1 Chanda.
- " 8 Kisch Mutfuddear.
- " 1½ Mulkana.
- " 5 Puckhans, together with Two Rupets, with other Taxes which Omrow Sing is not acquainted with the Particulars of.

" Ordered, That the Talookdars deliver in their Answer to this Complaint To-morrow.

" Extract from the Proceedings the 18th June 1788.

" Read, the following Answer of the Talookdar of Lotah to the Complaints of the Ryots, preferred against them on the 16th Instant.

" Translation of the Answer of Shumboo Ruttin, and Sunker Rutten.

" We demand the Revenue according to the past Years, but they are not willing to pay according to that, and have presented a Petition to the Presence ; we are therefore hopeful for Justice.

" The Term used in the above Answer for former Years being Gujesta and Pecusta, Shumboo Rutten, one of the Talookdars who is present, is asked to what Term he confines that Ex-
pression ; he answered, to the Two last Years. Being asked, if these Two Years he had laid on any new Aboab ; after endeavouring to evade the Question, by saying he only collects the same Jumma as in Bulwant Sing's Time, he at last answers, that he and his Partners have in those Two Years collected a new Aboab of 1 1½ and 2 A ¼ Rupees. Being asked, under what Plea or Denomination these additional Taxes have been exacted, he delivers the following Account * therefore.

* Sic in Orig.

" 1 Beehray, ¼ Cent.	—	—	3	2	
" 2 Wekay Negory	—	—	0	4	
" 3 Dooftoor Dewanny	—	—	1	4	
" 4 Ruffom Kheyzance	—	—	1	0	
" 5 Perkhay	—	—	0	10	
" 6 Mustmuddies Charges	—	—	3	2	} and in some Villages only 8 An.
" 7 Canongoes Ruffom	—	—	0	8	
" 8 D° Fusleyn	—	—	2	0	¼ Village.
" 9 Bhet and Dehz	—	—	1	0	D°.
" 10 Chundah	—	—	1	0	D°.

" Total ¼ Cent. — 9 4 ¼ Cent.

" And ¼ Village — 4 0

13 4

" All the above is established since 1793, between 2 and 3 Years ago.

" The Ryots say, that in the Time of Codwunt Sing and Cheyte Sing, the Forefathers of the present Talookdar, their Land was rented to them at 5 Rupees ¼ Biga, with 7 A 6 Pice Aboab, making ¼ Rupee R 1 6 ; now the former Aboab is incorporated with the former Assel, and makes One Assel of 5 7 6 superadded to and calculated upon, which is the additional Aboab above mentioned, which is exacted from some Ryots at the Rate of 2 A, from others 1 Anna, from others ½ an Anna ¼ R, according to Circumstances.

* Sic in Orig.

" The Resident, taking into Consideration the present Cause and its Connection with * general State of the Country in regard to such additional Taxes which have been introduced more or less into almost every Purgunnah since the Period of Cheyte Sing's Expulsion, is of Opinion, that to declare all these in the present State of Things undue Exactions, and as such to prohibit them, would be to throw the Residue of the current Year's Revenue into * to utmost Danger ; and indeed to preclude the possible Realization of it, since the Ryots of every Purgunnah would avail themselves of the present Instance as a Precedent to stop their current Payments and to demand the same Deduction, the Time which would elapse in regulating which, would alone most materially affect, if not entirely stop, the Collections : It is therefore only from the beginning of the ensuing Year that such Measures can with Safety be carried into Effect, as may root out the present Innovations. Wherefore, without passing any formal Decision on the present Case, the Resident thinks himself obliged, for the present, to content himself with recommending to the Defendants to satisfy the Petitioners as they can, or that otherwise an Order will pass against them much more to their Prejudice than such a Compromise can be.

" (A true Extract.)

* Extract of Proceedings of the Benares Residency, dated the 25th June 1788.

" The Resident, on Consideration of the present Season of the Year, and of the Circumstances of the Country, and of its decayed and decaying State, and the Necessity of a Reform, has prepared in Persian a Perwannah to the Raja, of which the following Translation is here recorded, (No. 7, Vide Resident's Letter of the 12th September, in which it is entered.)

" The above Perwannah having the same Objects, and being to nearly the same Purport, with the Difference only of a few Articles, added as some private Memorandums which the Resident gave on the 18th Instant to the Rajah for his private Information and Remarks; a Conversation this Evening ensued between the Raja and the Resident on the Subject thereof, in which * Raja's Aversion to carry the proposed Plan into Execution, and above all, to issue the proposed Form of Pottah, appeared most evident, and expressed even in Terms of a Degree of Violence and Asperity unusual with the Raja. His main Objection is, that, by issuing the Pottah now (although he allows this to be the only Season for a Twelvemonth hence during which it can be issued with Effect), his Collections for the current Year would fail, or run the greatest Danger, from the Ryots insisting, as they would (he says) be most ready to do, on paying even for this Year only, according to the Terms of the new or proposed Pottah; and although, in Reply, the Resident observed to him that the Perwannah contained an express Order to the Aamin to settle the Ryots Accounts for the present Year, and to enforce Payment of the Balances, according to the Pottahs and Rates now actually current, yet this had no Effect on the Raja, and he enforced his Argument, with shewing a Statement he had prepared of his heavy Mossufi Balances, saying, all he wanted, was to be able to perform his Engagements with Government, but that he could not trust on being able to do so, were the Pottahs proposed by the Resident now issued. In the Course of the Argument, which at length became a little warm on both Sides, the Raja desired, that at least the Measure might be deferred for 20 Days, to allow Time to ascertain (as he now acknowledged himself not well or perfectly informed about) what Taxes had been really collected in the last complete Year of Cheyt Sing's Managements, or 1187, as well as to make some Progress in the Collections of the Balances; but when it was thereupon observed, that all the Ryots Kistbundies, or Periods of Payment for this Year had * ended in Jeyce, and asked by the Resident, whether he could assure that 20 Days hence would, according to the Season and Customs of this Country, be a proper Time for the Distribution of these Pottahs; he said, he must confess that now was the proper Season. He also desired that the Measure might be deferred till Asfar 1196; but when asked what was to occasion any Difference between that Month in this and the next Year, so as to admit of that being then safely carried into Execution, which would now, according to his Opinion, occasion so much Harm, he could not give any rational Answer: Indeed, on the contrary, it is but too evident that the longer the present System exists, the more difficult will be the Remedy, as the Country will every where go more rapidly to decline. However, considering the Danger of taking any hasty Resolution in a Matter of such important Concern as the present, the Raja is desired to take his Leave for this Night, promising to send a fair Copy of the State of his Collections and Balances above referred to To-morrow, and being told that the Resident will take all To-morrow to consider of what is ultimately resolved on.

" 27th June 1788.

" The Resident having, according to his Intimation to the Raja, as recorded in Proceedings of the 25th Instant, considered the Subject of his Objections to the Pottah and Perwannah therein recorded, and intended to have been sent to him for Execution, thinks fit now to enclose to the Raja a Persian Copy of the said Perwannah, in a separate Letter, of which the following Translation is here recorded.

" Resident to the Raja.

" You are well acquainted with the Measures I had conceived, from a View of the State of the Country, might be applied to its Relief and Restoration; but from the Conversation that passed between you and me on this Subject the Day before Yesterday, it has appeared that you have Objections to the carrying of those proposed Regulations into Execution, more particularly in regard to the Draught of the Pottah, the issuing of which you think will materially affect and prejudice the Collections of the current Year; yet as you have not yet inspected the Hookurn Nama, or proposed Regulations, in a full and complete State, they are sent inclosed; and it is necessary that you consider them well, and all the real Objections there may be against carrying them into Effect; and, after receiving your Answer on the Subject, whatever may appear to be suitable to the Occasion shall take place: But this is essential, that if, without stating in Writing Objections thereto, you agree to the Regulations as proposed, you must engage with your Heart and Mind to carry the Whole into Effect, and also to complete this Year's Revenue, and take the Charge thereof upon you; or otherwise write a clear Answer, that whatever is practicable, consistent with the Realization of the Revenue of Government, may be effected.

" 29th June 1788.

" The

" The following is a Translation of the Accounts exhibited by the Raja to the Resident, on the 25th Instant, to enforce his Argument against the Plan then under Discussion for the new Cultivation, as recorded in Proceeding of the 25th—27th instant.

" Translation of the Papers transmitted by the Raja to the Resident, on the 26th of June 1788.

" Paper N° 1.

" Waffil Bakee of the Company's Revenue to the End of Byfach, viz.

" Jumma of 1195.	Amount paid to the End of Byfach, being the Amount of 8 Kifts.	Remains to be paid, 4 Kifts for the 1195, including Deductions or Remission.
40,00,000 0 0	27,68,000 0 0	12,32,000 0 0
		" Exclusion * of 50,000 R ^s
		" to be paid in Badoon on
		" Acc ^t the Balances of 1191.

* Sic in Orig.

" Paper, N° 2.

" Particulars of the Moffuffil Balance for the whole Year of 1195 Fuffily :

" Amount in the Treasury on the 19th of Ramzan, on the 24th of June 1788	1,28,034 11 9
" Balance in the Moffuffil, due by the Renter, viz.	
" From Kull Ali Beg (exclusive of Bhokeelu	R ^s 2,93,485 6 6
" From other Renters	6,39,038 5 6
	9,32,523 12 0
" From the Aumeence Mehals, estimated according to their	
" Jummas in 1194	1,77,851 7 6
" Deduct 1,00,000 of R ^s which it is reckoned will not be	
" realized out of the Amount of the above Estimate of	
" the Aumanee Mehals	1,00,000 0 0
" Balances of Nuzzerana, viz.	77,851 7 6
" Due by Kulb. Ali Beg	40,000 0 0
" Do. from other Renters	24,000 0 0
	64,000 0 0
	B ^s S ^s R ^s 12,02,409 15 3

" N. B. From this Statement it appears, that the Moffuffil Balance for the whole Year, exclusive of the Money in the Treasury, is B^s S^s 10,74,375 3 6

" Paper, N° 3.

" Particulars of Receipts from the Customs in 1194 :

" From the Benares, viz. Permit Office	Rupees 87,875 6 9
" From the Benares Aumeence Do.	1,02,578 16 6
" Do. Ghazeepeer	1,03,327 14 6
" Do. Mirzapoor	1,38,600 10 3
" Do. Rammagur	6,383 13 3
" Do. Juanpoor	10,506 11 0

" Total Amount of Customs realized in 1194, — R^s 4,49,273 2 3

" Receipts of Customs from the Beginning of 1195 Fuffilee to the 19th of Ramzan, or the 24th of June — R^s 2,88,218 11 0

" This Sum being deducted from the total Amount of Customs collected in 1194, the Balance will shew the Amount of the expected Receipts for the remaining Part of 1195 Fuffily, which are by the Raja's Account estimated at the Amount realized in 1194 — 2,88,218 11 0

" Balance, — R^s 1,61,054 7 3

" In order to enable the Resident to judge of the above Account sent by the Raja, he has caused to be prepared the following State of the Settlement and Balances of the current Year, and an Estimate of the probable Ways and Means to liquidate the current Year's Revenue, and at the same Time to issue the Pottahs, both which are *

* Sic in Orig.

" Expected

" Expected Ways and Means for liquidating the Amount of Revenue, due from Zemindary of
 " Benares to the Honourable Company, from the End of Bylauck to that of Bhadeoor 1195
 " Fulsily.

" Amount of the Raja's Kistbundy for 1195 — Rupees 40,00,000 0 0

" Deductions, viz.

" Amount of Remissions allowed to the Raja by the Com-
 " pany, for 1194 — 1,72,058 3 0

" To this add the Amount to be allowed to the Raja for
 " 1195 Fulsily, on Account of the Abolition of the Rah-
 " dary Duties in the Zemindary of Benares — 12,707 0 0

1,84,765 3 0

" From this Amount deduct sundry Remissions formerly
 " allowed, but which are not to be granted the Raja for
 " 1195 Fulsily, viz.

" Salt Petre Duties — 1,65,123 0 0

" Amount of Deductions made by the
 " Board from the former Remissions
 " allowed the Raja for the Dewanny
 " and Porgidary Aclawluts, at Be-
 " nares, &c. and other Articles — 13,165 8 0

29,677 11 0

1,55,087 8 0

" Amount of payable Revenue due from the Raja for the
 " Year 1195 Fulsily — — 38,44,912 8 0

" Deduct Amount of 8 Kists, paid by the Raja into the Ho-
 " nourable Company's Treasury to the End of Bylauck
 " 1195 Fulsily — — 27,68,000 0 0

" Amount of Revenue due from the Raja to the Company
 " from the End of Bylauck to the End of the Year — — 10,76,912 8 0

" To liquidate the above Demand, the following are the
 " estimated Ways and Means, or Resources, viz.

" Amount due from substantial Renters, and who will be
 " able to pay the same, and at the same Time issue the
 " new Pottahs from Mirza Cossim Beg, Renter of Chaw-
 " lah and Zemanah, due to the End of the Year 41,500 0 0

" From Shew Laul Dobeh, Renter of Rhanpore — 6,300 0 0

" Baboo Awwan Sing, Renter of Syedpore — 5,200 0 0

" Mehendy Alikhan, Do. of Shaderabad — 14,300 0 0

" Hurfierlad Dobah, Do. of Nowlan — 11,400 0 0

" Cawn Dafs, Do. of Mowey and Mowary — 8,400 0 0

" Alad Missen, Do. of Burra Mahack — 25,200 0 0

" Shumker Rutten, Do. of Lohothali — 2,900 0 0

" Juggul Sing, Do. — 19,100 0 0

" Shew Dyal Sing, Do. of Gurwara — 39,800 0 0

" Scuperfeen Sing, Do. of Mahomedabad — 33,400 0 0

" Do. Do. of Baylsee — 22,300 0 0

" Do. Do. of Kola Allah — 17,200 0 0

" Mirza Saduk, Do. of Kuntil — 68,200 0 0

" Do. Do. of Meejeva — 15,200 0 0

" Deliect Sing, Do. of Jecknee — 2,500 0 0

" Jeswent Sing, Do. of Ghisswat — 21,400 0 0

" Daleb Sing, Do. of 1 of Bhadder — 54,100 0 0

" Portab Rooder, Do. of Chittinapore — 5,400 0 0

" Brejee Laul Ghowdry, Do. of Meygawn — 4,000 0 0

" Gongapershad, Do. of Chunam Farm — 7,800 0 0

" Saibram, Do. of Sejie Do. — 2,000 0 0

" Daleb Sing, Do. of Akronciah — 1,100 0 0

" Hookam Sing, Do. of Kurnadandy — 2,500 0 0

" Teekaram, Do. of Scorkay Kerowt — 2,100 0 0

" Delect Sing, Do. of Kufwar, Akrowree, Keerowna,
 " Ralloopore, and Bhugavant — 60,500 0 0

" Buffunduth Sing, Do. of Bhinsa Deurayne — 4,800 0 0

		" Brought over		
" Sue Surn Sing, Do. of Dowryoua		—	—	1,800 0 0
" Kulb Ali Beg, for Bhoeelce, as Pertabs Sing's Bail or		—	—	
" Security		—	—	45,700 0 0
" The Detached Villages		—	—	11,700 0 0
				<hr/>
				5,56,900 0 0
" The Balances due from the following Amils will not, in all				
" Probability, be completely realized; therefore an				
" Estimate is made of the probable Amount that most				
" likely may be realized from each.				
" Due to the End of the Year from Ali				
" Hufsun Khan, Renter of Zehoqabad,				
" 21,500, out of which may be realized		10,000	0 0	
" Ditto, Multapha Keel Kan, Renter of Pat-				
" chooter, 23,200 of which may be realized		11,000	0 0	
" Ditto from Bukkshoo Sing the Renter				
" of Sekundpore and Suckneffer 57,300,				
" out of which may be realized		22,000	0 0	
" Ditto from Raja Adel Sing, Renter of				
" Burhur Bejy Ghur, 27,600, out of				
" which may be realized		12,000	0 0	
" Ditto from Mirza Kubb Ali Beg, Renter				
" of Bolefah and Kheraad, 1,08,800, of				
" which may be realized		34,000	0 0	
" Ditto from ditto for Juampore 88,100,				
" out of which may be realized		71,000	0 0	
" Ditto from ditto for Burfatty 21,700, of				
" which may be "		10,000	0 0	
" Ditto from ditto for Gopaulapoor				
" 20,900, of which may be realized		10,000	0 0	
" Ditto from ditto for Mougrah 29,000, of				
" which may be realized		10,000	0 0	
" Ditto from Thummun Sing for Murreahoo				
" 43,600, of which may be realized		35,000	0 0	
				<hr/>
				2,20,000 0 0
" Expected Receipts from the Amaunee				
" Mohuls, viz.				
" From Purgunnah Kundah				
" Kereeat Seekhur		4,000	0 0	
" Kereeat Seekhur		15,000	0 0	
" Burwul and Dhoofs		18,000	0 0	
" Meajwah		11,000	0 0	
" Chitforozpoor		2,500	0 0	
" Gurhah and Dehinah		8,000	0 0	
" Ghazeepore		10,000	0 0	
				<hr/>
				68,500 0 0
" Expected Receipts from the Customs to				
" the End of the Year		—	—	1,00,000 0 0
" Buhray and Treasury Fees for the whole Year, what has				
" been already collected not having been as yet appro-				
" priated to the Payment of the Company's Revenue				64,000 0 0
				<hr/>
				10,09,400 0 0
" Cash in the Treasury		—	—	1,28,034 11 9
				<hr/>
" Amount of Estimated Resources		—	—	11,37,434 11 9
				<hr/>
" Estimated Amount of Ways and Means		—	—	11,37,434 11 9
" Amount due to the Company of the Current		—	—	10,76,912 8 0
" Year 1195.		—	—	<hr/>
				60,522 3 9

“ Extract of Proceedings of the Benares Residency, under Date the 11th July 1788.

* Read, the following Abstract of a Letter from the Canongoe of the Pergunnah of Beluck.

Canongoe of
the Pergun-
nah Ba'cek.

“ Substance of the Representation of Derciah Barain, Canongoe of Purgunna Baluch.

“ That he sends the Accounts of the Collections ; that about Rupees 18,193 still remain due from the Purgunnahs, which is owing, he says, partly to the Badness or blasting of the Crops in several Places, and partly to the Indisposition of the Parties to pay what is really due from them ; adding, that no one attends to the next Year's Cultivation, and, that the Month of Assur being elapsed, the Period for the Cultivation of the Herof Harvest is passed, and that the Farmers, Amils, and the Rajah's Sezaul, are at Variance ; the former wishing the latter's Failure, the latter having only in view to collect all he can ; whence, if the Resident wishes to promote the Cultivation of the next Year, he must (the Canongoe says) send a Man on his own Part to carry it on with a Form of Pottah, made out also by himself, or that otherwise the Purgunnah will go to ruin.

“ The following Letter is thereon written to the Rajah.

“ It appears that the Four or Five Ameens who have within these Five or Six Days taken their Leave of me, are not yet gone into the Mofussil, as of the Time for their going none now remains. If the Regulations are to be carried on in this Manner into Execution, 'tis better that they should remain for this Year altogether suspended. The Canongoes of Beheah having written a Representation to me, it goes enclosed ; you should maturely consider it.

Copy sent to
the Rajah,
with a Letter
about the Cul-
tivation.

“ 12th July 1788.

“ The Rajah having this Day waited on the Resident, in Company with the Bustinan his Vakeel, and with Surbjeit Sing, lately arrived from Calcutta, the Resident asked him, what Answer he had to make to the Proposition which the Resident transmitted to him on the Instant through his Vakeel Buseram ? After some introductory Agreement, the Resident further told the Rajah that, as the new Regulations and Pottahs must be issued, if he (the Rajah) could not from that Circumstance, or under the general Situation of the Country, both carry these new Regulations into Effect, and be answerable for this Year's Revenue, he (the Resident) was (late as it is in the Season) willing immediately to take the Charge of both Articles on himself ; and, to give the Rajah a general Release for the Revenue of this Year, taken on himself the Burthen and Responsibility of realizing what was still due to the Company. On this explicit Declaration, the Rajah promised again to be answerable for both Points, expecting only the Resident's best Assistance in the Realization of the Revenue which was promised him ; he also promised that the Aumeens should in Three Days Time be every where dispatched. He appears to have thought that some of them had actually gone, who were Yesterday still lingering about Benares.

Resident's
Conference
with the Rajah
about the Cul-
tivation and
Revenue.

“ Read, the following Answer from him to the Letter written on this Subject on Yesterday,
“ (after quoting the Resident's Letter.)

Rajah's An-
swer about the
Delay in send-
ing the Au-
meens.

“ Sir,

“ The Ameens who went to you to take Leave, have been peremptorily sent into the Mofussil ; and, according to your Orders, Instructions have been issued to the Sezawuls and Amauney Amils to carry on the Regulations (of which a Copy has been sent to them) into Effect. I have also understood the Tenor of the Representation from the Canongoe of Beleeah ; but those received from Reazul Husein, the Naib of Mirza Kulb Ali Khan, and Latta Rainsing, the Sezawul, those are entirely contrary : Wherefore, to ascertain the Truth and to carry on the Cultivation, I am writing to these Two Persons ; in whatever they write in Reply I will represent the same to you.

“ 13th July 1788.

“ The Resident understanding that the Rajah has not written to the Amils of each Pergunnah, as he ought to make the Ryotts attend on the Amils to receive their Pottahs, an Order is now written to him to do so, and to cause the Amils to co-operate with the Aumeens in the issuing of the Pottahs, and for the Amils to attest the new Pottahs, as is already required in the original Instructions.

Further Let-
ter to the Ra-
jah about Au-
meens and
Amil co ope-
rating with
them.

“ 14 July, 1788.

“ Read the following Letter from Mr. Neave :

“ To Jonathan Duncan Esq. Resident at Benares.

“ Sir,

“ I inclose you a Dakbitta for 18,000 S^r Rupees on Account of the Purgunnahs under my Superintendency, and this will be the last I shall have it in my Power to afford : Should I realize beyond this Amount, it shall be sent in Specie to Benares. By your Public Letter, I am led to conceive the Rajah must have misinformed you of the Balance due from those Districts, and he must have done it with no good Intention towards me ; when at the very Time he was

Mr. Neave,
with Dakhillah,
and Informa-
tion that no
more
Collections
can be made.

“ affording

"affording you these false Statements, he had a perfect Knowledge of the real Accounts from his Vackeel stationed with me.

"I have the Honour to be,

"Sir,

"Juanpoor,
"13th July 1788.

"Your most obedient, humble Servant,

(Signed)

"J. Neave,
"Head Assiⁿ Benares.

"The Dakhilla inclosed in the above Letter from Mr. Neave is sent to the Rajah, with the Intimation contained in Mr. Neave's Letter, viz. That little or nothing remains to be collected of this Year's Revenue in the Districts under that Gentleman's Superintendency. The Rajah is also informed that as Mr. Neaves was only deputed into those Pergunnahs at his (the Rajah's) Request to assist his Collections, if he (the Rajah) thinks that his own Officers, or by the Recall of Mr. Neave, he could realize any more Revenue, the same shall take place immediately on his Signification to that Effect; because now, as that Gentleman has written to the Resident that he has realized all that appeared to him to remain to be realized when he went there, as will be seen, he says, by the General Accounts of the Collection of which the Rajah's Vackeel is also well acquainted, and as it appears that he (Mr. Neaves) can now do no more in respect to the Mofshefil Collection, it is proper and just that the Rajah, who has repeatedly taken upon himself the Responsibility of this Year's Revenue, should make the Collections in whatever Manner is to himself most satisfactory; wherefore he is desired to write whether he wishes Mr. Neave to remain or to send his own Officers, as whatever he may prefer shall take place.

"The Rajah is further informed that it appears to the Resident most for his (the Rajah's) present Interest, in respect to enabling him to pay his present Revenue, to settle the Accounts of the Collections of Rubb Ali Beg's Districts for the whole Year, so as to have in One View the Amount of his Misappropriations, or of his Officers and Shroffs, after which whatever Means can be pursued for the Recovery of the said Money will be thought of; but that until the real State of the Accounts be known, it will be impossible for the Resident to afford that effectual Aid to the Rajah in this Respect that he is inclined to do.

Conditional
Agreements
of the Resident
relative to the
Aumeens
Charge, con-
tinued.

"And further, that as the Intentions of the Honble. Company do in every Respect tend to the Honour and Advantage of the Rajah, and the Happiness of the People of this Country, and as he (the Rajah) has represented that by reason of the distressed State of sundry Pergunnahs, and of the Concerns of various of the Amils, it will be difficult for him to defray the Expences of the Aumeens; and that if the Expence thereof be charged on the Country, the Ryots will be too much burthened thereby: Therefore, on this Condition that he (the Rajah) do in every Pergunnah into all which Aumeens are to be deputed, act by his said Agents in such Manner as may meet and merit my Approbation, and that the Regulations be fully carried into Execution and the Pottahs issued, the Expence of Aumeens shall neither be borne by the Rajah or the Ryots, but I will give him (the Rajah) Credit for the Amount thereof in the Accounts of this Year; but if it so happen that, contrary to this, the Execution of the Regulations in a proper and just Manner, as he (the Rajah) has engaged for, do not take place, he (the Rajah) must be answerable both for the Failure of the Measure, and the Expence attending on it, because this Measure has not been forcibly imposed upon him (the Rajah) by Government, he (the Rajah) being well aware that I had not * Objection to emancipate him both from the Charge thereof, and of the Revenue of the current Year; and with regard to the Takavy of this Year, the Rajah will consider what I mentioned for his Information to Busteeram his Vackeel, and act accordingly.

* Sic in Orig.

15th Instant,
from the Ra-
jah about
Aumeens.

"Read, a further Letter from the Rajah, as follows:

"Rajah to the Resident.

"I have been favoured with your Letter under Date the 13th July 1788, mentioning that you understand that in regard to the Aumeens who have gone to carry on the Cultivation, and on the issuing of the Pottahs, I have not written to the Aumeels to cause the Ryots to attend on them; wherefore you desire me to write to the Aumils to co-operate with the Aumeens in the issuing of the Pottahs, according to the Form in the Regulations; and that the Aumils do countersign or attest the said Pottahs as the Aumeens shall then deliver them.

"My kind Sir, I formerly sent strict Orders to the Aumils to co-operate with the Aumeens according to the Regulations. On account of the Aumeens Allowances not being settled, there was a Delay in the Execution: * Now Writings are going to the Aumils according to your Order, and will act with respect to the Aumeens Charge as you may order.

* Sic in Orig.

"Dated 13th July 88, Busteeram.

Rajah's In-
structions to
the Aumeens
and to Aumils
about the Cul-
tivation and
Pottahs.

"Busteeram, the Rajah's Vackeel, delivered in, with the above Letter, Copies of the Rajah's Instructions to the Aumeens and Orders to the Aumils, of which the following Translations are here recorded.

“ Rajah's Sunnuds to the Aumeens.

“ Be it known to the Chowdries, Canongoes, Zemindars, Ryots, and Husbandmen of the Pergunnahs of ——— in the Sircar of ———, in the Soubal of Allahabad.

“ This being the Month of Assar, and the Season for cultivating for the ensuing Year thereof, ——— is appointed Aumeen from the Huzzoor or Presence.

“ It is necessary that they do confidently attend upon the said Aumeen, and receive Pottahs for Nekdy Peh, and Porhy, and Khul Land, &c. according to the Hookem Nama and Perwannah of the Resident of Benares, with the Approbation of the present Aumil; and that they carry on the Cultivation in such Manner that the same may so effectually take place that not a Bega or Beswa remain fallow.

“ And the said Aumeen is to keep the Ryots by his good Conduct pleased and contented; and faithfully and religiously so to exert himself in regard to the Cultivation, that the Whole being completed, all the Land may be in a State of Culture; and all the Ryots who before receiving the new Pottahs desire to have their Accounts for 1195 settled. It is necessary that the said Accounts be immediately settled in Conjunction with the Canongoes and Aumils of the Pergunnahs, according to the Pottahs and Rates of 1195; and afterwards that the new Pottah be given according to the Hookemnamah and Pottah of the Resident; and each of the new Pottahs is to be attested by him (the Aumeen), and by the present Aumil, and by the Canon-goes; and whatever is specified in the Hookemnamah of the Resident's, Reports are to be made to the Huzzoor, he is to observe the same accordingly.

“ Knowing this to be very positively enjoined, let the above Injunctions be attended to.

“ Dated

“ Rajah's Perwannah to the Aumils.

“ Whereas ——— is appointed to the Pergunnah of ——— to give Pottahs, and to promote the Cultivation for the Fussily Year 1196, it is necessary that he, causing the Ryots of the said Pergunnah to assemble, do, in Conjunction with the said Aumeen, in Conformity to the Hookemnamah or Regulations of the Perwannah of the Presence (or Resident), cause the Pottah, of which the Form is sent with the Aumeen, to be issued, and attest the same himself as approving thereof; in like Manner as the same is also specified in the Hookemnamah. Never do you in this Respect act contrary or deviating. If in this Respect you delay and procrastinate, you will be duly reprehended from the Presence, and become yourself answerable. Know this to be positively enjoined. Dated 9th Shewal, or 13th July 1788. An Answer is written to the above Letter from the Rajah, desiring to have a Copy of the First or former Orders he mentions to have sent to the Aumils, and approving of the last Orders sent to them, and of the Sunnud to the Aumeens as above recorded. The Letter then continues as follows:

“ As to what you write, that an Account of the Aumeens Allowances not being settled a Delay has taken place in the Proceedings, this forms no just Argument for delaying the Execution of the Regulations; because the Expence in Question is in Truth and Propriety payable rather by yourself or by the Ryots, and in both Cases the Aumeens must receive such Allowances in the Mossuffil and not from this: Wherefore, as to this Non-adjustment of their Expences being any Plea for the Delay in sending them into the Mossuffil, what Weight has such an Argument? But as many of them have now gone into the Mossuffil, the Company will, on the Condition stipulated in my Letter of Yesterday, allow you, at the End of the Year, Credit for the Amount of these Expences, which is entirely an Act of Bounty on the Part of Government, and not founded on any Claim that you could make on the Subject.

“ 25th July 1788.

“ Read the Two following Letters from Mr. Neave.

Mr. Neave.

“ To Jonathan Duncan Esq. Resident at Benares.

“ Sir,

“ Having received your Permission to state any Objection that might occur in the Execution of the Instructions granted to the Aumeens, I must inform you of the utter Impossibility of adhering to the Jumma of 1186: In many Places, particularly Singramaw, Budlapoor, &c. &c. the present Revenue exceeds the One proposed, and so vice versa. The * Zemindars, to whose Lot it falls to receive an Abatement, will readily sign Agreements, whereby he must be a certain Gainer; but who will be found to accept of Lands on disadvantageous and ruinous Terms; and whilst the head Rajepoots are suffered to retain the Influence they now possess over their Brethren, it will be an arduous Task to render those Districts (Singramore, Badlapoor, &c.) Cutchas: On the violent Adoption of any such Plan they will retreat with their Ryots, whose Attachment is secured by Custom and Cast.

* Sic in Orig.

" I wish to have your early Instructions on this Subject, being a Matter of much Moment.
" The Aumeens from all the Districts complain loudly of the Want of Rain.

" I have the Honour to be,
" Sir,
" Your most obedient and humble Servant,
" 22d July 1788. (Signed) " J. Neave,
" Head Assistant, Benares.

" The following Answer is written to Mr. John Neave, on Commission at Juanpoor.

" Sir,
" I have received your Letter of the 22d Instant.
" The Intention of the Regulations is, that the Zemindars (where there any) should, in Con-
" junction with the Aumeens, grant Pollahs to their Ryots on the Terms and in the Form esta-
" blished by the Regulations. It then rests with the said Zemindars to rent their own Lands upon
" the Produce of these Pottahs or not, as they may hereafter be disposed. They may be assured I
" will not force them to do it against their Wills. All that is now wanted is, that they consent to act
" with the Aumeens in the Distribution of the Pottahs to their inferior Tenants, leaving the subse-
" quent Loss or Gain to Government, should not they choose to take the Responsibility of the Set-
" tlement on themselves. If (as your Letter seems to intimate) they will not allow the Pottahs to
" be given to their Ryots, it is not worth while, for the Sake of One or Two Zemindars, to en-
" * Sic in Orig. deavour to force the Measure * within them; and in that Case, all I can recommend is, that you
" encourage the Cultivation there by every Means in your Power, and in the mean Time let me
" know what Objections those Zemindars have to the Pottahs being jointly by themselves and
" the Aumeens, or by themselves alone, under the Aumeens Inspection issued to the Ryots.
" I am, Sir,
" Your most obedient humble Servant,
" Benares, " Jonathⁿ Duncan, Resident.
" 25th July 1788.

" 30th July 1788.

" Read the following Letter from Mr. Neave to Jonathan Duncan Esq. Resident at Benares.

" Sir,
" I am just favoured with your Letter of Yesterday. Sooh Saul, the Amil of Murrahooahs,
" represented the whole Cafe of Ram Geer Gossaine, who is indebted to Government on Account
" of Bursutty: This Man had the Presumption to send his People into my Districts to plunder the said
" Gossain's House, without giving any previous Information to the Amil of the Pergunnahs;
" however, as he is now acquainted with my Sentiments on the Irregularity of his Proceedings, I
" trust he will square his Conduct by stricter Rules of Propriety when any Instance may render
" Coercion necessary out of his own District. I have already told Zepoor Khan to permit the Grain
" to be sequestered, as it was immaterial who should receive the Amount when it would finally be
" * Sic in Orig. brought to the Raja's Account. Two * Paras of Sepoys will this Evening be deputed to Mogul-
" poorah, with the necessary Instructions.
" The Ranny shall meet no Obstruction in the Cultivation of the Villages under Kunnyec
" Sing.

" I have the Honour to be,
" Sir,
" Your most obedient humble Servant,
" Juanpoor, (Signed) " J. Neave,
" 27th July 1788. " Head Assistant Benares.

" To Jonathan Duncan Esq. Resident at Benares.

" Sir,
" I have received your Letter of the 25th Instant, and shall now, I hope, be able to remedy all
" Opposition I may meet with in issuing the Pottahs. I have hitherto forbore mentioning to the
" Aumeens that Government would, when absolutely requisite, advance Takavy to the Ryots:
" The present Publication of such salutary Intentions is better postponed till the Aumeens, of their
" own Accord, inform us of the Necessity.

" I have the Honour to be, &c.
" Sir,
" Your most obedient humble Servant,
" Juanpore, (Signed) " J. Neave,
" 27th July 1778. " Head Assistant Benares.

" To

“ To Jonathan Duncan Esq. Resident at Benares.

“ Sir,
“ Jeo Ram, Aumeen of Hevelee Juanpoor, has requested that an Advance of Two Thousand
“ Rupees Tuckavy may be made to him for the Purpose of carrying on the Cultivation.
“ I request your Orders on this Head.

“ I have the Honour to be,
“ Sir,
“ Your most obedient humble Servant,
“ (Signed) “ J. Neave,
“ Head Assistant, Benares.

“ The following Answer is written to Mr. John Neave, on Commission at Juanpoor.

“ Sir,
“ I have received your Two Letters of the 27th, and that of the 28th Instant.
“ I readily consent to your issuing the Takavy you propose in the last, to the Aumeen of Havily
“ Juanpoor, and you will instruct him to make the best Use of it for the Promotion of Cultivation,
“ and to take sure Precaution for its Repayment in the Course of 1196, with Interest at the Rate
“ of 10 per Cent. per Annum, the Bonds for which are to be made out by the Parties receiving
“ it in the Name or in Favour of the Rajah, the Loan or Advance being considered as from
“ him; which Bonds, duly executed and witnessed, you will transmit to me, that I may deliver
“ them to the Rajah, and receive from him One general Bond in Conformity thereto, as he is to
“ be responsible to Government for the Repayment.

“ I am, &c.
“ (Signed) “ John Duncan, Resident.
“ Benares,
“ 3d July 1788.

1st August 1788.

“ Read a Letter from the Canongoes of Sekunderpoor, asking Explanations of some Points
“ about the Pottahs, which are now sent to them, together with a Lettah, or Measuring Rod of
“ Three Derah Ilakee.

“ Read a Letter from the Canongoes Pergunnah of Ghazeepoor, setting forth, that the Wells
“ which existed in 1187 being many of them gone to decay, this is a Ground of Objection to the
“ same Revenue being procured from the Country as in that Year; as where Sugar Cane then grew
“ in many Places, nothing is now there produced but common Grain; and that another Evil exists
“ in the Mortality that has taken place among the Cattle.

“ They are informed in Answer, that the Rates of 1187, according to each Produce, and not
“ the Assessment of the same Jumma on each Spot of Land, is the Object of the Government; they
“ are also informed that some Takavy will be granted through the Rajah. A Copy of their Letter
“ is sent to the Rajah for his Information.

“ Read a Representation from the Canongoe of Koffah, setting forth, that no Aumeen has yet
“ arrived in their Purgunnah, and that the Business of the Cultivation is therefore at a Stand.
“ A Copy of this Petition is sent to the Rajah that he may take immediate Measures thereon.

“ Three of the new Nels, Luttehs, or Measuring Rods, are now sent to the several Canongoes
“ of Sehanderpoor, Ghazeepoor, and Kessah, with the Resident's Seal affixed on both Ends there-
“ of, and more will continue to be sent daily.

“ The following Letter is written to Mr. Neave:

“ To Mr. John Neave, on Commission at Juanpore.

“ Sir,
“ Having learnt that in some Places the plain hearing of the late Regulations for the new Cul-
“ tivation, and the issuing of the Pottahs, is so strangely perverted, or grossly misunderstood, by
“ the native Agents, that they hold out to the Ryots the actual aggregate Jumma, and not the
“ Rates of Jumma of 1187, are to be inserted in the present Pottahs; and that, for Instance,
“ Land which then yielded Sugar Cane, or other valuable Produce, must now pay the Jumma of
“ that Produce. Although common Barley be now perhaps there cultivated, or although it be now
“ entirely waste, I have thought it proper to issue a circular Notification to all the Aumeens and
“ Canongoes, exclusive of your Districts, that the true Intent and plain Meaning of the Regu-
“ lations are, that the united Mal and Aboab assessed on each different Kind of Culture in 1187,
“ is now to be assessed and inserted in the Nekdy Pottahs of the Ryots for the same Kind of Culture
“ in 1196, and not that the same Fields, containing now a different Produce from 1187, is to be
“ charged with the same Jumma as they paid then on a different Produce: This is so palpable,
“ that I should not have thought it possible a Mistake of this Kind could have been run into. It
“ is alone however sufficient to prevent all the waste Lands in the Country from being cultivated,
“ if not publicly corrected, as it now will I trust be upon the additional Cultivation we have
“ principally to depend for the Equalization of the late Years forced Jummas. I therefore again
“ declare,

" declare, that the Ryots are to have the waste Lands at what Rate of Revenue they like and will cheerfully engage for, whatever may have been the Produce of such Lands in 1187.

" I beg you will make this Explanation generally known; and I remain, &c.

" Benares,
" 1st August 1788.

(Signed) " Jon^d Duncan,
Resident."

" P. S. I send you my Persian Intimation on this Subject; the following is a Translation of the Notification mentioned in the above Letter.

" Translation of Perwannah; to be circulated by the Rajah to all the Aumeens, and as an Address to him for that Purpose.

" Whereas it has appeared that the Meaning of the Regulations relative to the present Cultivation, and the issuing of the new Pottahs, has been so much misrepresented by several Persons, that many Ryots consider that Lands, for Instance, which are entirely fallow, or in which common Grain is now raised, must, if such Ground produce Sugar Cane in 1187 Fulsily, pay the Rates of Sugar Cane, although it be now fallow, or cultivated only for common Grain; or in other Words, that the full aggregate Revenue paid by each Spot of Ground in 1187, must now be paid for such Spots respectively, and not the Rates thereof; and as in sundry Places the Ryots are thus frightened from receiving Pottahs, which is owing to a Construction of the Orders that is quite contrary to the Regulations and the fair Views of Government, you are therefore to cause to be explained anew, to all the Aumeens and Ryots, that only the Rates of 1187 Fulsily, and not the Jumma, or entire Rental of 1187, for each separate Spot of Land, has been fixed upon in such Manner, that for Land which, for Instance, produced Sugar Cane in 1187, and now produces common Grain, the new Nekdy Pottah for such Land must express and stipulate for the Rates of common Grain as the same stood in that Year; and if the Land in Question be altogether fallow or waste, it must pay according to the Rates of fallow or waste Land in like Manner as stands specified in the Regulations; that is, according to the Good-will of the Ryots: And again, where Land that was fallow, or produced only common Grain in 1187, is now planted with Sugar Cane, the Rates of 1187, for Sugar Cane, must be taken for such Produce, and inserted in the Nekdy Pottahs. In short, the Nekdy Pottahs must contain a Specification of the Rates of the Land, in Conformity to its present Produce, according as the Ryots for such Produce stood in 1187. If any Aumeen shall have given Pottahs contrary to the Conditions above prescribed, such Pottahs must be resumed, and others given as above; and you are immediately to circulate this Perwannah, with the strictest Injunctions that it be carried exactly into Execution.

" A circular Order is issued to the Canongoes, to send, under their and the Cauzy's Seals, from each Pergunnah, One of the Lettchs, or Measuring Rods, used in each Place respectively, for 1187 and 1195 Fulsily, to remain in the Resident's Office; and that thence, and more especially from that of 1187, it may appear whether, in issuing the Pottahs of 1186, they have duly attended in fixing the Rates of the Nekdy Pottahs of 1196, to the Difference between the Lettchs of 1187 and that of Three Dera Ilakee now ordered.

" True Extracts.

(Signed) " John Duncan,
" Resident."

" Extract of Proceedings of the Residency of Benares.

" Read the following Letters and Enclosures from the Head Assistant at Benares.

" To Jonathan Duncan Esq. Resident at Benares.

" Sir,

" On the 23d of last Month, Mirza Saduch, Renter of Mirzapoor, &c. informed me that the Zemindars of Bynsa and Bajah were refractory, and requested I would send a Chuprassie with a written Injunction, to command their Appearance at the Cutchery, and to settle their Accounts: This I immediately complied with. On the 27th ultimo the Chuprassie returned, and reported that the Zemindars refused to acknowledge either mine or the Aumil's Authority. Mirzah Saduch came to me and delivered the enclosed Letter (No. 1.) from Roy Gocul Naut, his Naib at Muzwar, under whose Government are the Villages of Bynsa and Baja, requesting at the same Time that I would grant a Guard of Sepoys to enforce Obedience; my Address to Major Macdonald (No. 2.) will inform you that I conceived it highly necessary to send them forthwith. Goreeh Pandeh, Brother to Bussunt Pandeh, presented me an Arzee (No. 3.) on the 10th Instant, which gave me the First Intelligence of the killing of One and wounding Two Men by the Sepoys. The Chuprassie who accompanied them having stated all the Circumstances, I enclose it (No. 4.), as also a Paper (No. 5.) delivered by Mirza Saduck.

" After Perusal of the above, you will naturally make your own Conclusions; and if they are unfavourable to my Conduct in any one Instance throughout the Business, I shall regret the Moment

1788.
March 20th.
Head Assistant
of Benares
with Accounts
of the Affair
between the
Sepoys and the
People of Bussunt
Pundeh.

" ment you left me in Charge of the Residency, for it is a most painful Task to be thrown in a
" Situation where Inactivity is liable to Censure, and Exertion dangerous.

" An Aumeen has been deputed to the Spot, and I earnestly recommend on Conviction of the
" Offenders, that they may be punished in a public and exemplary Manner.

" Benares,
" 10th March 1778.

" I have the Honour to be, &c.
(Signed) " John Neave, Head Assistant.

" No. 1. Roy Gopaul Naut to Mirza Saduck.

" In the Morning I sent you Cash and an Arzee; you must certainly have received both; what
" has since happened is as follows:

" Yesterday Busty Sing, the Resident's Chuprassie deputed to me, was sent to the Village of
" Byrsa; he wished that I would inform the Province of the State of Affairs here, as they concern-
" ed the English Government, and he will in Consequence bring this himself. On the Moment of
" this Arrival do you go forthwith to the Presence and procure a Guard to accompany him; the
" Kheruf is already lost; and should there be a Minute's Delay, the Rubly will be so alto, and
" hereafter not a Cowrie will be collected. These impudent Fellows did not even approve of the
" Government Chuprassie. They eat up the Crop, no one obeys the Ten Peons who are stationed
" there for the Preservation of the Cultivation; should I obtain the English Government's Per-
" mission, I shall certainly be able to punish them on this Head; whatever is directed let no Delay
" intervene, or the Crop will be lost.

" A true Translation.
(Signed) " John Neave, Head Assistant.

" No. 2. To Major Macdonald, commanding the Battalion stationed at Benares.

" Sir,

" The Zemindars of Bynfa, in the Talook of Mujwar, having refused to pay Obedience to
" the Amils and my Injunctions, I request you will order a Naig and Six Sepoys to attend Roy
" Gocul Naut, the Renter's Naib at that Place; it is distant about Eight Cois North West from
" hence. One of the Resident's Chuprassies will conduct the Party; and on Seizure of the Ze-
" mindar the Naib may point out, I desire they may be delivered over to Lalla Goorbuksh, the
" Raja's Representative at Benares.

" Benares,
" 27th Feby 1788.

" I am, &c.
(Signed) " John Neave.

" No. 3. Arzee of Goreeb Pundeh, the Brother of Bussunt Pundah, the Chuck of Rotila,
" dependant on the Village of Hatre, in the Purgunnah of Kulwar, under Mirza Saduk. Now
" the above Chuck was rented by the Amil to me, in the Year 1194 Fussilly, at 200 R'. This
" Year being 1195 Fussillee, Ram Nowaz Sing Phouzdah gave me a Pottah for 175 Rupees; he
" received the Kourkist in Conformity to it. In Kantee, at the Investigation* of some of my Op- * See in Orig.
" posers, he demanded an Encrease; I not being able to support it resigned, the aforesaid Amil,
" having made the Chuk Cutchâ, received whatever he could since Kantee, by that Mode. Now
" it is Three Days since the Phouzdah sent a Chuprassie for me to come to the Presence, and regu-
" late the Koar Accounts, and then to depart; I, fearing the Amil's Tricks, obtained the Chu-
" prassie's Promise of Security, and went with him to the Cutcherry; there it was agreed that I
" should pay whatever was settled upon by Arbitration of Duffwant Messer, who had formerly
" been my Security. Having consented, I returned Home. The Phouzdah sent a Guard of Se-
" poys after me, to bring me back by Force. We excused ourselves, saying, that we were ready,
" according to the Engagement, and would pay whatever the Arbitrator awarded, but would not
" go thither, there our Enemies are present, and will dishonour us. On hearing these Words,
" Discord arose, and the Sepoys wounded Three Men with their Guns, which they had brought
" ready loaded. One died, Two fell down. They bound and carried away Bussunt Pundeah,
" who is our Master; wherefore you, who are the Lord of the Country, are addressed to render
" us Justice.

" No. 4. Translation of the Deposition of Busty, a Chuprassie, to the Circar; setting forth,

" That he went according to the Orders he received to Mirza Saduk Beg, and that he went
" with one Parah of Sepoys to Cutchua to Goculnaat, the Naib of the said Mirza, and there the
" above-mentioned Naib spoke to him alone, and said, do you go to the Village of Hawty, to the
" Zellidar Serman Sing; all those Zemindars that pay their Rents do Right, but those who do not,
" bring them to me; therefore he went to Serman Sing Zellidar, who said to him, that near this
" Village there is a Village called Choukary, where lives Bussunt Pandah; bring him to me: And
" that he went to the said Pandah, and said that Serman Sing calls you; Pandah answers, I wont go
" to Serman Sing, for he will treat me ill, but I will go to Mr. — Busty answered, do you go to
" Serman Sing, and if he will settle your Business, so much the better; and if he does not, then you
" may

“ may go to that Gentleman, or where you please; by such Arguments Pandah went with him to
 “ Serman Sing, who said to Busty, that this Business could not be settled there, and that he might
 “ take him where he pleased; to which he replied, that he did not know what was best to be done.
 “ Serman Sing said, take a Hazar Zamin from him, if not, he will run away, and he must not
 “ go from here without a Guard of Sepoys; you had better send for a Parah. At Night he remained
 “ a Chokyard over Pandah; in the Morning Five Sepoys arrived there, and tied the Two Hands of
 “ Pandha, and set off with him for the Village of Cutcha; they went near a Cofs: When the People
 “ belonging to the Village of the said Pandha hearing of it, gathered together in the Stile of
 “ Decorts, fell upon the Sepoys; and that he and the Sepoys said to them, do you all come along
 “ with us, we are going to take Pandha to the Cutcherry of Cutchua, and should his Business not
 “ be settled there, he may go to the Gentleman; and they said to Bassunt Pandha, do you forbid
 “ your People, it is not proper for them to make a Disturbance, your Affair will be happily settled,
 “ there is no Ground for Anxiety or Fear: Pandha answered, they wont mind what I say, I am with-
 “ out Remedy: Accordingly, drawing their Swords and lifting their Clubs, they surrounded us; One
 “ of them tried to cut him down, he being unarmed; he retreated behind the Sepoys for Protection,
 “ but one of them knocked a Sepoy with his Club, and he being stunned fell on the Ground: They
 “ called for Justice on the Resident and Company, seeing that One of the Company's Sepoys was
 “ wounded; he after some Time wished to get up from the Ground, when they re-attacked him
 “ and knocked him down once more; and at that Instant those Sepoys who had their Pieces loaded
 “ discharged them, and the Man who wounded the Sepoy dropt, and moreover that Sepoy and
 “ another fired once more upon them, and wounded Two more of their People; on this Account
 “ all the Zemindars ran away, and I with the Sepoys proceeded with the said * to the Village of
 “ Cutchua, and I set off to the Presence, and the Sepoys remained* there Complainers.

“ A true Translation.

(Signed) “ P. Treves, Sec^y Assistant.

“ No. 5. The Particulars are as follows:

“ That the 24th of Zemadeal Awal, or 2d of March, Sermana Sing Zelladar of the Village of
 “ Hawty, required the Attendance of the Zemindars of the said Villages, who had cut the Grain
 “ without informing the Zelladar of it, and had not paid one Daam of Revenue to the Govern-
 “ ment; the Zemindars of the said Village, to the Number of 10 or 20, gathered and came to the
 “ Zelladar; they made use of insolent Language, and drew their Swords upon him; the Zelladar
 “ sent an Account of this to Goculnaut, Naib to Mirza Mahomed Saduck, at that Time at Cut-
 “ chua. The said Goculnaut, upon being informed of this, sent on the 25th of the above-men-
 “ tioned Month, or 3d of March, Busty Sing, a Chuprassie, and Four Sibendi Peons to the Village
 “ of Hawty; a Man of the Name Bassunt Pandha, one of the principal Riots of the Village of
 “ Cary, in the Dependence of Gengapoor, who was the Mustagur of the Village Cuttella, in the
 “ Zella of Hawty, and who had not attended the Zelladar for Five Months, or attended the
 “ Cutcherry of Cutchua, and who had paid nothing; the Zelladar sent Busty the Chuprassie to
 “ summon him; Busty Sing brought the said Man to the Zelladar, who not being able to procure
 “ a Settlement with the Zelladar, said to Busty Sing, let me go home; who answered him, stay here
 “ this Night a Hazar Zamin, and To-morrow you may go. Busty Sing having the Business of
 “ Government in view, wrote a Letter to Goculnaut above-mentioned, that if a Guard of Eng-
 “ lish Sepoys were sent to him in the Night, that he would send Bassunt to him, or otherwise the
 “ Affairs of the Government would not be settled; but as Goculnaut had gone to Meachund to-
 “ wards the River Ganges on various Affairs, Kanna Ramnua Sing his Pailhar received the In-
 “ telligence, and sent Five Sepoys and Ten Sibendi Peons to that Place, and those People made a
 “ Prisoner of Bassunt, and was bringing him back, but on the Road, about two Cols from the
 “ Village of Hawty, and near Canna, the Men of the Village of Choukay, near 400 in Number,
 “ gathered together in order to rescue the said Bassunt, and drawing their Swords attacked the
 “ Effort, and several Strokes of their Swords were parried by the Firelocks of the Escort, and
 “ beat down One of the Sepoys with a Club, and likewise beating the Peons; the Sepoys saying
 “ Things, proceeding to their Extremity, fixed Two of their Pieces at them, and killed One of
 “ their Men, and wounded Two or Three others; after which the Villages * that had gathered to-
 “ gether * disposed, and the Sepoys conveyed Bassunt to Cutchua, and brought the wounded Sepoy
 “ on a Litter with them: This is the true State of the Case. Whoever may be acquainted with these
 “ Particulars, let them witness it with their Seal and Signature; and if they cannot write, let them
 “ put their Mark. Written the 30th of Jemmadelawl, in the 30th Year of the present King's
 “ Reign.

“ Witnessed by Butrage Sing of Butcha, of the Cast of Gentoos.

“ Balloo, a Canongo of Cawry,
 “ Illad Sing of Nernotty,
 “ Buggoo Sing of Gongga,
 “ Baboo Za'em Sing,

“ Betchudoche of Biffa,
 “ Fermaun Sing of Jellalpoore,
 “ Ramjan Sircul of Mumty.
 “ Mahomed Altaly,

“ Ibbahadulah,

" Ibbahadulah,
" Murhinga,
" Buniad Sing, an Amildar,
" Asmatham Bungushy,
" Mahomed Hossain,

" Balckram, a Serishtadar of Conongoes;
" Seid Subban Ally,
" Jummon Sing, Hircarra of the News-
" writer to Government,
" Golam Mustaphe.

" A true Translation.

(Signed) " P. Trives, Junior Assistant.

" The following Answer is written :

Answer,

" To Mr. John Neave, Head Assistant at Benares.

" Sir,

" I have received your Letter of the 10th instant, with the Five Papers enclosed, relative to
" the killing of One and wounding of Two Men, who attempted to refuse * Buffunt Pandah.
" I sincerely hope the wounded Men, as well of the Sepoys as the Villagers, may recover; and I • Sic in Orig
" shall, on my Return to Benares, or as soon as those wounded Men recover, think it incumbent
" on me to make particular Enquiry into the Circumstances, and an Example of those who
" attempted the Rescue; for whatever may have been the Circumstances that excited them to do so
" daring and an unjustifiable Attempt, it cannot be passed over without Notice; and I think that
" Notice will come with more Weight from me, as the Superior Officer of Government, than if
" you were yourself to proceed in it. All, therefore, that I wish you now to do, is to promote
" the Preservation of the Peace and the Payment of the just Revenue in the Place where the
" Disturbance happened, and to keep Buffunt Pandah in the mean Time in safe Custody; and
" when the wounded, both Sepoys and Villagers, are able to walk, to send them to me, together
" with the said Pandah, and a Vakeel on the Part of Mirza Saduck, wherever I may at the
" Time be.

" The Commander in Chief will, I conclude, issue the necessary Orders for bringing the
" Sepoys to a Trial, if it be thought necessary; it will be my Duty to have the Conduct of the
" Rioters determined on by a similar Mode.

" When you send the Parties above mentioned, let them be accompanied by the Peon who first
" was sent by you, and returned with a Report of not being obeyed, together with a * of
" the First Dustuck he carried, and of the Report he returned, if it was in Writing; as also • Sic in Orig
" a Copy of the Two Dustucks, if there was any such given to Busty, the Peon whom you sent
" to accompany the Sepoys.

" Whether it be from the Inaccuracy of the original Persian Papers, or from any Degree of
" Want of Precision in the Translations, the Perusal of One of the Enclosures has not been so
" satisfactory to me as I could have wished, in respect to the Names of the Places and some other
" minute Particulars: I request, therefore, to be favoured with Copies of the Originals, when you
" send the Parties to me as above desired.

" For the Rest, I do by no Means disapprove of any Part of your Conduct, though there seems
" Reason to regret that the Sepoys did not strictly adhere to the Terms of your Letter to Major
" McDonald, by which the refractory Zemindars were to be brought to the Raja's Representative
" at Benares, and not carried to Goculnaut, the Amil's Agents, with whom they had probably
" some Dispute of a long Standing; and from some Part of the Evidence, as well as from the
" Nature of the Thing, there is, I think, Room to believe that they would have made much less
" Difficulty about being carried to One Place than to the other.

" Juanpoor,
" the 20th March, 1788.

" I am, &c.
(Signed) " Jon^s Duncan, Resident.

" Read the following Letter from the Head Assistant at Benares :

" To Jonathan Duncan, Esq. Resident at Benares.

" Sir,

" I have received your Letter of the 20th Instant from Juanpoor, and shall yield Obedience to
" your Instructions immediately the wounded Men are able to endure the Fatigue of a Journey;
" you shall have at the same Time the Persian Papers you desire. I am sorry that the Inaccuracy
" of some of the Translations should have deprived you of the full Information you could have
" wished; with * request to my personal Labour in this Business, I will venture to assert, that • Sic in Orig
" my Translations will stand the Test of Examination. I feel happy that my Conduct has not
" met with your Disapproval.

" Benares,
" the 24th March, 1788.

" I have the Honour to be, &c.
(Signed) " John Neave,
" Head Assistant.

March 31st.
Head Assistant
at Benares on
the Affray with
Buffunt Pan-
dah.

Read

23d June.
Raja with
wounded Per-
sons in the Af-
fray at Muj-
wah.

“ Read the following Letter from the Rajah to the Resident.

“ Your Letter of the 12th of June, on the Subject of the wounded Ryots of the Village of Chowkoondy under Gunjapore, desiring me to make them quickly appear, is arrived.
“ My kind Sir, upon the First Day of your Order, the most express Directions were sent to the Amil of Gungapoor, who sent his own Man to the wounded Person's House: Their Brother re-
“ presented that they were gone to some of their Relations, but would speedily return; yet Two
“ or Three Days having elapsed, with the wounded Persons attending, a further Express was sent
“ to the Amil, and their Brethren then set forth, that the wounded Persons had not arrived, but
“ that they would go to the Presence.
“ Now, that your Directions are received, a Dustuck and Horseman are sent, with the most
“ strict Orders, to seize on the said wounded Persons, and bring them to the Presence.
“ Dated 13th June 1788.

“ The Resident having procured on the 14th Instant Attendance of the Persons concerned in
“ the Affray with the Sepoys at Majewah, as recorded in his Proceedings of the 20th March last,
“ their Depositions, and those of the Sepoys engaged thereon, have been taken, and now here re-
“ corded, as follows:

“ Declaration of Goor Dyal, Sepoy, on the 14th June.

Their Relati-
on, and those
of the Sepoys.

* Sic in Orig.

“ We, Six Sepoys and a Naick, in the Pergunnah of Kutchwah, were detached with the Amil,
“ named Gocul Chund, on the Phaughun Soody 10th. The said Amil told us, that Bussunt Pun-
“ dit, &c. Zemindar of Chawkhundy, do not pay their Revenue. For this, Sernaun Sing, Zel-
“ ladar of that Place, confined them. You Five Men, with Five Peons, go and bring the Zel-
“ ladars to this Place, and a Chuprassy is gone also before. We, at about 12 o'Clock at Night,
“ set out from the Presence of the Amil, and in the Morning we reached the Zelladar, and asked,
“ where are the Zemindars? upon which the Zellader shewed the said Bussunt Punde, and said,
“ take this Man away; we, taking the said Bussunt Punde, set off from that Place; and we were
“ about a Cos and Half Distance from that Place, when about 200 Villagers assembled, armed
“ with different Instruments, and came; the Chuprassy *protected in the Name of the Company,
“ saying, that none may come near; they not minding it, came running, and One of them struck
“ the Chuprassy with a Stick at his Waist or Loin: That, as I saw the Chuprassy so hurt, I
“ again repeated Protestation, which they took no Notice of, but struck me with a Stick upon
“ my Neck, by which I, being senseless, fell upon the Ground; my Turban and Musket fell
“ apart. As I fell on the Ground, the Man with a naked Cutlafs came to cut off my Head,
“ seeing which, I took up my Musket, and fired at him, and he became wounded; my Sepoys
“ seeing my Situation, came near me, and I said, that now my Life is going, do you strike them.
“ As the Men were too many, the Sepoys at once fired, by which One Man was killed and Three
“ Men were wounded. We carried the said Bussunt Punde, and delivered him to the Amil.

“ Declaration of Shunker Punde, Sepoy, on the 14th June.

“ We, Five Sepoys, with Five Peons, according to the Order of the Amil of Pergunnah Kutch-
“ way to bring Bussunt Punde, went into the Village of Chowkundy, and receiving from the
“ Zelladar of that Place the said Bussunt Punde, we were at a Distance of a Cos and a Half
“ from that Place, when about 200 Villagers, assembling together, were coming; upon which,
“ the Suprassy protested in the Name of the Company, and Goor Dyal, Sepoy, also protested in
“ the same Manner, and said, why do you make this Uproar? On saying this, One of them struck
“ Goor Dyal, Sepoy, with a large Stick upon his Neck; the said Sepoy fell upon the Ground:
“ One of the Villagers, with a drawn Cutlafs, was coming to cut off the Head of the said Goor
“ Dyal, and the said Goor Dyal coming a little into his Senses, took up his Musket and fired at
“ the Man, and he became wounded. Goor Dyal said, that now Life is going, you fire; accord-
“ ingly we Four fired, and by the Ball of Juddoo Sing, Sepoy, One Man was killed and Three
“ Men were wounded, and they fled. We carried the said Bussunt, and delivered him to the
“ Amil.

“ Declaration of Juddoo Sing on the 14th June.

“ We, Five Sepoys and Five Peons, according to the Order of the Amil of Pergunnah Hutch-
“ wah, named Gocul Chund, went into the Village of Chowkundy to bring Bussunt Punde
“ from the Zelladar of that Place, for the Balance owing by him; and having received the said
“ Bussunt from the Zelladar, we were a Cos and Half Distance from that Pergunnah, when about
“ 200 Villagers assembling together armed, came to a Chuprassy, who protested in the Name of the
“ Company, saying, why do you make this Uproar? but this they took no Notice of. Goor
“ Dyaul Sepoy going forward, told them, what are you doing? this is a Matter of Business, after
“ settling it the Zemindar will return back; why is all this Uproar? But they not minding these,
“ One of them struck Goor Dyaul Sepoy with a large Stick upon his Neck, by which he fell sense-
“ less on the Ground. One of the Villagers, with a drawn Cutlafs, was coming to cut off the
“ Head

“ Head of the said Goor Dyaul ; the said Goor Dyaul recovering a little, sitting on the Ground, took up his Musket from the Ground and fired at the Man, and the Ball struck him. We saw that they hurting the Sepoys, we all gathered together at one Place ; Goor Dyaul said, now Life is going, what are you looking at ? strike these Men ! Accordingly Four Men fired, and by my Ball One Man was killed ; and by the Balls of others Three Men were wounded, and they fled ; we carried Bussunt Pundeh, and delivered him to the Amil.

“ Declaration of Soody Sing, Sepoy, on the 14th June.

“ We, Five Sepoys, and Five Chuprassies, Peons, according to the Order of the Amil of Kutchwah Pergunnah, went into the Village of Chuchundy to bring from the Zelladar of that Place a Man named Bussunt Pundeh, Zemindar ; and having received the said Bussunt from the Zelladar, we were a Coss and Half from the Pergunnah, when about 200 Villagers came out and began to pull One of the Chuprassies, and to buffet him with their Fists ; upon which the Chuprassy began to protest in the Name of the Company. One Goor Dyaul, Sepoy, told him that the Zemindar, after making his Bundabust, will come back again ; and asked, why do you make an Uproar ? On saying this, One of them struck the said Goor Dyaul with a large Stick, or Weapon, upon his Back, by which the said Goor Dyaul fell senseless on the Ground. One of the assembled Villagers came out with a Cutlafs drawn to cut off the Head of the said Goor Dyaul, who recovering himself, rose up and took his Musket, and fired at the Man with the drawn Cutlafs, and he became wounded. We Five Men assembled together at one Place, when One of the Villagers came out with a large Stick (or Weapon), and on striking me I parried the Blow with my Cutlafs, and the Sheath of it broke into two. Goor Dyaul said, that now Life is going you are to fire ; accordingly Four Men fired ; and, by the Ball of Juddoo Sing, Sepoy, One Man was killed and Three Men were wounded, and they retired back. We took Bussunt Pundeh with us, and went to the Amil and delivered the Zemindar.

“ Declaration of Bahore Sing, Sepoy, on the 14th June.

“ We, Five Sepoys, with Five Peons, by Order of the Amil of Kutchwah Pergunnah, went into the Village of Chowkhundy to bring Bussunt Pundeh, Zemindar ; and having received the said Bussunt Pundeh from the Zelladar of that Place, we were at a Distance of a Coss and a Half from that Place, when about 200 Men assembled and came ; upon which the Chuprassy protested in the Name of the Company ; and Goor Dyaul, Sepoy, also protesting, said, what do you make this Uproar for ? On saying this, One of them struck Goor Dyaul Sepoy, with a Stick, and he fell on the Ground. One of them came with a naked Cutlafs to cut off the Head of the said Goor Dyaul ; the said Goor Dyaul coming * into his Sense †, he took up his Musket and fired, by which the Man became wounded. We Five joined together at one Place. The said Goor Dyaul said, that now Life is going, do you fire. We Four Men fired ; and, by the Ball of Juddoo Sing, One Man was killed and Three Men were wounded, and they retired back. We carried said Bussunt Pundeh, and delivered * to the Amil.

* Sic in Orig.
† Sic in Orig.

* Sic in Orig.

“ Declaration of Bussunt Pundeh, Inhabitant of Chowkhundy, the 16th June:

“ That Five Sepoys and Ten Peons from Sernawn the Zelladar carried me from the Village of Hawty to Mujurah. My Brethren arrived at Dohypoor, and protested, that which is just Due for the Settlement, receive it ; who do you thus affront ? and I told my Brethren to go away : That which is to befall on me will befall ;—accordingly they went out, and having gone a little farther from the Village to the Southward they returned. The Sepoys asked, why are you coming making Noise ? go away every One to your own Houses. Bussunt Pundeh is going ; after settling his Business he will come back again : Telling this, the Sepoys frightened them with their Bayonets, which wounded my Brother in the Hand, and he was wounded. The Sepoys took me and set off forward ; my Brethren followed us, protesting all along till we arrived at a Village called Keirdhunse, where the Sepoys putting me foremost, proceeded on Hetch a Bhur, * ha in his Hand a Stick ; but I do not know whether he struck the Sepoys with it or not ; and why * the Sepoys fired. My Hands were tied behind, by which I was helpless.

* Sic in Orig.
* Sic in Orig.

“ Declaration of Hurbance Pundeh, Inhabitant of the Village of Chowkhundy, in Pergunnah Kussive, on the 15th June.

“ That Bussunt Pundeh had some Paisticush Cultivation in Mujehwah, that a Chuprassy was sent by Sernaun Sing, the Zelladar of Chowkhundy, to bring Bussunt Pundeh before him ; the said Bussunt Pundeh, my Brother, said, that I will not go to the Zelladar ; carry me to the Phouzdar of Mujiva. But the Chuprassy making him satisfied with his Words and Surety, brought the said Bussunt Pundeh to the Zelladar, who, about Two Hours of the Night remaining, sent the said Bussunt Pundeh with Five Sepoys and Ten Peons to the Phouzdar of Majuva ; when this News reached us, I, Semlhoo, Hitcha, and Dyaram, we Four Men to them who had reached a Village called Dehpoor, the above-named Dyaram arriving there before, protested aloud ; upon which a Sepoy struck the said Dyaram with his Bayonet, and when they went forward, at

“ a Place

“ a Place called Kurdhimah, we three Men advancing, protested ; at this Time the Men of that
 “ Place came out, and I do not know what the Sepoys apprehended in themselves ; they fired, by
 “ which Ketcha Bhur was killed, and we became wounded : The Sepoys taking the said Bussunt
 “ Pundeh, brought him before the Foujedar ; One Stick was in the Hand of Kitcha, but whether
 “ he struck the Sepoys or not I do not know, and when the Sepoy struck Dyaram with the
 “ Bayonet I did not see.

“ Declaration of Shimbhoo Pundeh, Inhabitant of Chowkindy, on the 15th June.

“ That a Chuprassiy of the Presence was sent by Sernawn, Zelladar, into the Village of Chow-
 “ kundy, to bring Bussunt Pundeh before him ; accordingly, the Chuprassiy, giving Words of
 “ Hope and Courage, brought the said Bussunt Pundeh before the said Zelladar. We came with
 “ him also : The Zelladar told us that we shall go, adding, I will settle this Man's Business and*
 “ him back : We came to our Houses, when Two Hours Night remaining, the said Zelladar putting
 “ the said Bussunt under the Custody of Five Sepoys and Ten Peons, sent him to Merjeva. This
 “ News reaching us, Dyaram went before and arrived at Deppoor and protested ; before we reached
 “ there, the Sepoys struck Dyaram with the Bayonet ; it is not known whether the said Dyaram had
 “ any Quarrel with the Sepoys, as, when struck with the Bayonet, I was not present. When I arrived
 “ at the Village Kurdhuna, I saw that upon the Body of the said Dyaram was a Wound. We
 “ protested, and at the same Time the Men of that Village came out, and I do not know
 “ what the Sepoys conceived themselves, but they fired. We being wounded by this, fell on the
 “ Ground ; the Sepoys taking the said Bussunt Pundeh, set off ; Hitcha Bhur went before, and he
 “ had a Stick in his Hand ; afterwards I heard that he was killed by the Sepoys by the Ball.

“ Declaration of Dyaram Pundeh, 17th June.

“ Hurbunse Shimbhoo, Hinchu Bhur, and myself, went after the Sepoys ; I had nothing in my
 “ Hand, but protested in the Name of the Company ; a Sepoy, whose Name was Goor Dyaul,
 “ struck me with a Bayonet, which Hurbunse and Shimbhoo were Eye-witness of ; being thus
 “ wounded myself I sat there, the Sepoys went on ; I know that Harbunse, &c. went with the
 “ Sepoys.

“ Question to Goor Dyaul, Sepoy.

“ Shimbhoo and Harbunse have given in Writing in their Declaration, that you first struck
 “ Dyaram with a Bayonet. What do you say to this ?

“ Answer. When Hurbunse, &c. near 50 Men were striking the Chuprassiy, who protested in
 “ the Name of the Company, I forbade them, when this Hurbunse struck me with a Stick upon
 “ my Neck ; I became senseless, and fell on the Ground. When we Five Sepoys got together,
 “ One Stroke of a Bayonet did reach One of them, and when a great Number of Men came
 “ together, we fired ; Two Men were wounded, and One Man was killed.

“ Hurbunse being hereunto asked, whether what the Sepoy said, was true ? he answered, No ; I
 “ did not strike the Sepoy with a Stick.

“ Read the following Translation of the Aumeens Report, who (as appears by Mr. Neave's Letter,
 “ recorded in the Proceedings of the 20th of March last) was then deputed to make his Enquiry
 “ into the said Affray :

“ Particulars of Bussunt Pundeh's Dispute, according to the Declarations of Bhelanaut, of the
 “ Gowhun Cast and Inhabitant of Purgunnah Kerewna, and of Oordout Misser Zoonarda*
 “ Inhabitant of Goraigue.

“ Whereas we repaired to Surnam Sing the Zelladar, or Renter of the Village of Hattee, to
 “ settle Bussunt Pundeh's Business, and conversed with him respecting his (Bussunt Pundeh's)
 “ renting the Village of Koturah ; Surnam Sing said, if Bussunt Pundeh shall repair here in
 “ consequence of your sending for him, his Business will be adjusted according to what shall be
 “ proved by the Accounts and the Jumma-bundee of the Assamees : It is not in my Power to do
 “ more or less in this Matter ; but whatever Two or Four respectable Men may, upon Investiga-
 “ tion, deem proper, shall be done. In the Interim Bholanaut went to call Bussunt Pundeh, and
 “ a Chuprassiy also went to the Village of Chowhundee to fetch the said Pundeh. Bussunt Pundeh
 “ said to the Resident's Chuprassiy, give me your Hand (as a Pledge of Engagement), that
 “ you will conduct me with Honour to Surnam Sing, where having pleaded my own Cause, you
 “ will afterwards reconduct me to Chowkundee. The Chuprassiy engaged to do so, and gave a
 “ Writing to that Effect ; then Bussunt Pundeh, along with Chuprassiy and Bholanaut and Oordout
 “ Missivando Bukht Pundeh, and others, came to the Village of Hattee, where he (Bussunt
 “ Pundeh) entered into the Discussion of his Business with Surnam Sing ; but he was dissatisfied
 “ with what passed on the Subject : He then, wishing to take his Leave, said to the Chuprassiy,
 “ it is befitting that you should reconduct me to the Place whence you brought me ; hither you
 “ will come to me (again) To-morrow, and wherever you go, I shall accompany you. The
 “ Chuprassiy answered, I will not, at this Time, go to your Village : You caused me to give
 “ you

“ you a Writing, I did so; you must now give me a Hazer Zamin (or Bail for Appearance), and
 “ go to your own House, and attend here To-morrow; and go whereon it may be necessary. Upon
 “ which Bussunt Pundeh replied, I shall appear to you in my own Village, but I will not come
 “ here. In this Discussion One * of the Night had expired. Then Bussunt Pundeh said, if I • Sic in Orig.
 “ must appear here To-morrow, what End can it answer to depart now? I shall stay here To-night.
 “ Bussunt Pundeh, Bhowlanaut, and Oordaut Miffer, went into the Mundovee of the said Zelladar
 “ and slept; and when a little of the Night remained, a Patah of Talungas, or Sepoys, consisting
 “ of Five Men, arrived, and having seized Bussunt Pundeh, confined him; and on the Road
 “ they tied his Hands, and otherwise dishonoured him.

“ Declarations of Dien Dyal Loll Sah, of the Nunwug Cast, and of Goor Dyal and Affodechet,
 “ Inhabitants of the Village of Kurdhana, in the Talook of Gungapoor.

“ There were about Fifty or Sixty Zoonadars, and on the Part of Mirza Saduk Beg, Five of
 “ the Company's Sepoys, and Five Men of Mirza's Sebundy: At that Time Bussunt Pundeh came
 “ and said, that no One should quarrel or fight with the Sepoys: The Sepoys and the Zemindars,
 “ together with the People who had come to the Assistance of the latter, having on both Sides
 “ drawn their Swords, came along the Road, making a great Uproar. The Dispute had com-
 “ menced in the Road between Deapoor and the said Kurdhana, near a Garden at the said Village
 “ of Kurdhana. It was known they were fighting, from the firing that was heard. On that Ac-
 “ count we went to see the fighting, and we saw several Persons were wounded, that is, One with
 “ the Bayonet, and Two with Ball, making in all, Three. This, some People of the Burr Cast,
 “ who were under a Tree near the Sugar Mill, came up to the Sepoys, and struck a Sepoy with a
 “ Lowbundah (or a long Stick, strengthened with Iron Hoops) from the Neck to the Shoulders,
 “ which wounded him, and he fell on the Ground. The Man who had done this, was running
 “ away, when at that Time he was shot, and died of the Wound; Bussunt Pundeh was seized by
 “ the Sepoys, and carried away, and those * engaged us in the Fight dispersed. We know not what • Sic in Orig.
 “ happened after this.

(Written in Nagree.)

“ This is the Writing of Bholanaut Gustum, and of Oordhowt Miffer. What Particulars we
 “ know were communicated to Shukh Jecah the Sircar's Aumeen, who put down the same in the
 “ Persian Language.

“ The Resident thinking it proper, for the Sake of Example, to have the above native Ryots en-
 “ gaged in this Affray, tried regularly in the Foujedary Court at Benares, they are now sent thither
 “ with the following Letter to the Magistrate.

“ Letter from the Resident to Ali Ibrahim Khan, Magistrate of Benares, on the 23d of
 “ June 1788.

“ Whereas in the Month of Faughan last, when Mr. Neave was as my Deputy on the Manage-
 “ ment of Affairs and Hakim at Benares and in the Vicinity thereof, that Gentleman did, on the Ap-
 “ plication of the Amil of the Pergunnah of Meywah, send a few Sepoys to bring in Bussunt Pun-
 “ dah a Mulguzar in Balance, the said Sepoys being accompanied by a Chuprassy or Badge Peon;
 “ and whereas, at the Time of the said Pundeh being thus brought away, some of his Brethren
 “ came tumultuously in a Body, and riotously assaulted the said Sepoys, whereby the latter were,
 “ for the Preservation of their Lives, obliged to fire upon the said riotous Body, by which One Man
 “ was killed, and Three wounded; the said Three wounded Persons having recovered from their
 “ Wounds, have been brought to Benares, where their Relation of the Circumstances of the Case,
 “ as well as that of the Sepoys, have been taken, and of Bussunt Pundeh, and of the Chuprassy,
 “ which remain in my Registry; and as it appears to me necessary, that People of this Country
 “ knowing themselves to be the Ryots or Subjects of the Company, do act in all Respects and
 “ give due Obedience as faithful Subjects to the said Government, and hearing that their wild Pro-
 “ ceedings, more especially as far as regards the attacking of the Officers or Sepoys of Govern-
 “ ment who are in the Execution of its Orders, will not be tolerated; I therefore send you the Three
 “ wounded Persons in Question, that their Crime for fighting against the Hakim, or Ruler, may be
 “ enquired into in the Foujedarry Adawlut for the Town of Benares, of which you are the Judge
 “ or Magistrate; and it is my Desire that you do investigate * and by the said Cause from its • Sic in Orig.
 “ Origin, or de novo, according to the Book of God; for which Purpose I send along with the Pri-
 “ soners the Sepoys who were concerned in the said Affair, together with the Chuprassy, that they
 “ may deliver their Evidence; and after the Trial of the said Cause shall have been completed,
 “ you are, according to the Rules of the Court and in Conformity to Justice, to write out the
 “ Fetwa or Sentence of the said wounded Persons, and to transmit the same to me with the Pro-
 “ ceedings of the Court, that, having received my Approbation, the same may be carried into
 “ Execution.

“ P. S. The Names of the wounded Persons are, Hurbunce, Sumbpoo, and Dyaram; and if on
 “ answering to the Charges against them they desire to have any Witnesses brought from the
 “ Country, I will send for them on your giving me Notice of their Names.

“ Read

“ Read the following Letter from the Nabob Ibrahim Ali Khan, to the Resident.

“ I have received the Favour of your Letter under Date the 23d June 1788, on the Subject of enquiring into the Offences of Hurbunge, Sumbhoo, and Dyaram, the wounded Men, who, in Conjunction with other Villagers, made an Assault on the Honourable Company's Sepoys, together with the Parties; whatever has been investigated and ascertained from the said Persons in Presence of the Sepoys, and the Chuprassey, and the Aumeen Report which Mirza Mahomed Saduck brought from your Office for Information, the Particulars thereof, together with the Fetwa or Sentence thereon passed, will be found in the accompanying Copy of the Proceedings; and as these short-sighted People have, contrary to the Company's established Regulations, raised a Contention and Strife with the Sepoys, they are certainly Objects of Punishment, and their Punishment should be beating with a Cane, and having their Hands tied, and being exposed round the Town, and * in a Fine; in Order that no other Person may act in this Manner towards the Company, Confinement is also One of the Punishments to which they are liable, which has already taken place. I send back the Report of the Ameen, which was brought by Mahomud Saduk.

* Sic in Orig.

“ The Resident having read the Proceedings of the Court, finds the Evidence taken much to the same Purport, as that already recorded in his Proceedings.

“ The Fetwa, or Sentence, is as follows :

“ The Learned say, that whereas, from the Representations of the Sepoys and of the Chuprassey, and the Writing of the Aumeen, it hath appeared, that Bussunt Pundeh, a Malguzar of Government, was indebted in Revenue to Government, and was a Malguzar of the Company, and did refuse Obedience to the Requisitions of the Company's Officers, by refusing to appear at the Aumil's Cutcherry, besides which, he did not, according to the Custom of Malguzars, give Security : And whereas the English Sepoys were carrying him a just Account to the Aumil's Cutcherry, at the Requisition of the Amil, and that his Brothers Hurbunge, Sumbhoo, and Dyaram did, without Ground for such Conduct, as if any Thing had been done to Pundeh from the Aumil's Cutcherry, or that the Sepoys and Peons had used any undue or unusual Severity to him, follow the Sepoys, and raise a Hue and Cry, which is equivalent in this Country to a Proclamation for Assistance, among the Rabble or People; and that when a Body of Men did accordingly assemble, and were prepared for Hostilities, the Sepoys, for their own Safety, and with a View to the due Execution of their Charge in delivering up the Person they were in Charge of, did fire, by which Three of the Zemindars were wounded, and One of the Sepoys was wounded with a Club armed with Iron, and One Man of the Cast of Bhur, who was the Person that struck the Sepoys with the Club aforesaid, was killed by the Fire of the Sepoys; and the said Zemindars did, as aforesaid, occasion the Strife and Affray, and become thereby the Cause of the Bloodshed, by their Disobedience to the Orders of Government, and by reason of their having raised a Clamour and Outcry for Justice, where there was no Oppression on the Part of the Sepoys, and thereby assembling the Multitude, which gave Occasion to the Bloodshed : And whereas, after writing out their Representations, they acknowledged their Fault, they should, after being made to enter into a Mochulka for their future good Behaviour, be punished; their Punishment, which is meant for an Example to others, the Good of Government, and the general Security, being left to the Discretion of the Hakim, after which they should be released.

“ An Answer is written to the Nabob, that in Consideration of all the Circumstances of the Case, the Resident has determined on releasing the Three Prisoners above-mentioned, on their entering into a Mochulka (which they now do accordingly), to behave well in future, deeming the Punishment they have brought on themselves, by the Loss of One of their Body, from the Fire of the Sepoys, and their being themselves wounded, and their late Confinement and Apprehension during the Enquiry, a Degree of Punishment which, the Resident hopes, will serve as a sufficient Example to deter others from such Practices.

“ A true Extract.

(Signed) “ Jonⁿ Duncan,
“ Resident.

1788.
27th March.
Complaint of
Ryots at Korumedienpoor in Mahomedabad.
Order thereon.

“ Extract from the Proceedings of the Resident at Benares, on a Complaint preferred on the 4th Instant, by the Ryots of Korumiedienpoor, &c. in the Purgunnah of Mahomedabad; setting forth, that they possess a Bettay Pottah (or Engagement to pay according to the Produce), but that the Amil makes undue Demands on them :

“ An Order was then written to Ram Hef and Ram Schay, the Canongoes of that Purgunnah, to go with the Complainants and settle the Kunkoot, or Estimation of their Grain, according to Justice; and if the Ryots made any further Objections, they (the Canongoes) are directed to settle the Matter according to the Rules in the Time of Cheyt Sing.

“ The

“ The Resident received Notice Yesterday Forenoon from Bustic Rown, the Raja's Vakeels, that there had very unexpectedly happened an Affray in the Purgunnah of Mahomedabad, between some Sepoys and the Zemindars of a Village in that Purgunnah, which is farmed by Sheopersun Sing, the Son of the Ajaib Sing, late Naib of this Zemindary. In the Afternoon Yesterday, some of the Zemindars arrived at the Resident's, bringing with them the Bodies of Two of their Brethren, who had been shot in the Affray with the Sepoys last Night; the Raja sent to the Resident a written Relation of the Circumstances of this Case, the Particulars of which will appear from the following Translation of the said Letter and of its Enclosures :

17th May.
The Affray in Mahomedabad between some Sepoys and the Zemindars of Kerumeddienpoore.

“ Letter from the Rajah to the Resident.

“ Baboo Sheopersun Sing has presented a Petition, which I send enclosed; it will be fully explanatory. I asked the Baboo, why he had, without Authority, brought the English Sepoys that were stationed on this Side, into Mahomedabad? to which he represented that they were appointed to act under him, and that he sent them wherever he thought proper and fit; and he further represented that, in a Day or Two, a Saonethaul, or State of this Dispute with the Sepoys, with whom the Fray had happened, would arrive:

Rajah's Letter and Information on the Subject.

“ I inclose the Petition heretofore presented by Sheopersun Sing, settling for the ill Behaviour of the Zemindars of Pungepetty, or Pitchpetty, accompanied by the Representation of the Canongues, which he delivered.

See in Orig.

“ Letter from Sheopersun Sing to the Raja.

“ Heretofore the Circumstance of the Zemindars of Pungepetty not paying their Revenue and not attending, and their Contumacy towards the Amil of the Purgunnah, have been fully represented to you; and the Petition also of the Canongoes, and a Mehzer Namah, or Representation, under their Signature, which arrived, on this Subject, were sent to you; and as the Zemindars in Question did not even mean to conform to the Resident's Perwannah, which was issued in the Month of Maug, and would not even so much as listen to the Adjustment of the Produce, as made by the Canongoes, and they have lately been purloining the Sheaves of Grain from the Khermen (or Place where the Grain is deposited), and were secretly appropriating the same to their own Use; I did, therefore, from a View to the Security of Government's Revenue from the Hands of such wicked Persons, represent, that Two Companies of Sepoys should be stationed; and at last having sent for fifteen Sepoys and a Havildar, who had been formerly stationed, and were in other Purgunnahs, I sent them to Fring Sahee, the Amil of Mahomedabad; the said Person dispatched the Sepoys, with their Havildar, to bring in the Zemindars of Kerumeddienpoore, that they might come in and give their Attendance and pay their Revenue, according to the Jaydaud, or Statement thereof delivered by the Canongoes. Upon these short-sighted People assembling, the Act they have committed will appear by the Translation of Fring Sahee's Hindive Letter. My good Sir, be pleased minutely to attend to this Business, and consider how inconsistent with their Duty, as Ryots and Subjects, as the Acts thus committed by the said Persons, in thus giving up, as they have done, all Attention to the Revenue; and their Disobedience to the Order of Government, and acting towards the Sepoys with such Demeanor and rebellious Temerity. By Means of this Business more of the People of the Purgunnah have taken to the Diminution of their Payments; let such Measures be pursued, as that the Revenue of Government may be collected, and the Insurgents be made an Example of.

“ Letter from Fring Sahee, enclosed of the above, dated 5th of Shacbaun, or 11th of May.

“ The Sepoys stationed by Government remained all Monday at the Village of Ghouspoor; at Night they went to Ragabur Gunge, and put up there. On Tuesday, 6th May, early in the Morning they entered the Village of Kerumeddienpoore, and laid hold upon Five Zemindars of the said Village assembled. After that the Sepoys carried the Zemindars to Hussaim Sing, the Collector of that Zella or Divisions; the Sepoys, with the said Zelladar, came out of the said Village, meaning to bring the said Zemindar to Mahomedabad; whereupon about Four or Five Hundred of the Zemindars, with Swords and Guns, &c. arrived in a tumultuous Manner near the Village of Bethore, and surrounded the Sepoys, and attacked them with their Swords; they made Four Strokes with their Swords on the Bayonets of the Soldiers; and One Stroke of a Sword on the Sword of Lutchmun Hircarah. The Sepoys of Government were very patient and forbearing, saying, that they only carried the Zemindars to settle their Revenue Business at Mohammedabad; and that, after settling their said Business, they should be released. The Zemindars paid no Attention to what the Sepoys said, but again surrounded them, and intended to take their Lives; wherefore the Sepoys, being helpless, fired Five Shots towards those who had at the first fought with their Swords, and Three Men were wounded, Two of whom, by the Decree of God, died, and One is wounded. After that, the Sepoys getting quit of their being thus surrounded, set out with the Zemindars who had been seized for Mahomedabad. In the Road the Zemindars of Rajapoor assembled and made a Tumult, but did not advance so far as to actual Opposition: In this Manner the Sepoys with the Zemindars whom

“ they

“ they had taken came to Mahomedabad. The Kerumieddienpoor People, throwing the Two
 “ Zemindars who had died upon a Bed, have proceeded with Fifty Petitioners to the Resident
 “ at Benares, taking the Road through Zehoorabad; all the Zemindars of Petchpetty joining
 “ together, are taking to themselves the present Year's Produce, which is now in the Khurmen
 “ or Granary, and refuse to pay their Revenue. In this Manner throughout all the Purgunnah
 “ there is a great Difficulty in collecting the Revenue of Government.

“ Translation of former Petition from Sheopersun Sing to the Rajah, delivered 30th April
 1788.

• Sic in Orig. “ In the Month of Maug a Perwannah in respect to the Zemindars of Petchpetty in Mahomme-
 “ dabad was issued from the Presence, that the Canongoes and Chowdries and others having in-
 “ spected the Cultivation and Crop, whatever they should fix for the Danabundy, or Grain Set-
 “ tlement, the Zemindars should pay their Revenue accordingly. In Obedience to this Order, the
 “ Canongoes and Chowdries, *and having gone, made the Kunkoot or Estimate, and notwith-
 “ standing they were shewn that the Weight established by the Kunkoot was proper, the Zemindars
 “ would not attend to the Business, but left the Village, being helpless. The Canongoes and
 “ Chowdries, &c. came away at the Time. The Zemindars in Question, consulting and joining
 “ together, came into their Village and began to cut up their Grain, without giving Notice
 “ to the Manager of the Purgunnah; nor do they even attend to the Words of the Chuprassies
 “ or Badgepeon sent by Mr. John Neave, to require them to pay their Revenue according to the
 “ Settlement of the Canongoes and Chowdries; and notwithstanding the Peons Duffuck being
 “ signed and sealed, they say, that the sending of this Chuprassy is an intermediate Business.

“ Sir, the Particulars of the Stubbornness and Contumacy of the Zemindars in Question are to
 “ such a Height, that, till the present Time, perhaps, some few of them have paid from 50 to 100
 “ Rupees. The Period of the Collections is expiring, and little of it remains; what was in-
 “ cumbent I have represented, and I now also deliver in a Mehzer Nama, or Writing Testimonial
 “ of this Cause, together with a Representation from the Canongoes, and am hopeful that a Per-
 “ wannah and a Chuprassy from the Presence may be sent again to the Zemindars aforesaid, to remain
 “ over them, that, according to the Settlement of the Canongoes and Chowdries, &c. the fair
 “ Revenue of Government may be paid by them. If in this Business Delay ensue, do you con-
 “ sider what Time remains to make the Collections in; if by Delay in sending a Chuprassy and
 “ issuing a Perwannah, others in the Purgunnah take into their Heads to withhold the Revenue,
 “ there will be a great Obstruction in the Collection of the Revenue; therefore it is advisable and
 “ necessary for the Presence to interfere in this Business.

“ Translation of the Mehzer Nameh.

“ Whereas the Zemindars of Pungepetty, in the Purgunnah of Mahomedabad Perharbary, in
 “ the Sircar of Ghazepoor, have, from the Beginning of the Fussuly Year 1186, up to the End of
 “ 1194 of the same Era, paid their Revenue according to the Tushkkees of the Amil for the Time
 “ being, as settled in Conjunction with the Canongoes and Chowdries, for the Amount of which
 “ they used to give a Cabooleat; and whereas in this Year, in the Month of Assar, all the Zemin-
 “ dars joining together, gave up their Cultivation, and said that they would only cultivate, pro-
 “ vided they could get Bettay Pottahs, or Leases, to pay according to the Produce; this was, in View
 “ to the Cultivation of the Country and to please the Ryots, agreed to, on Condition that the
 “ Cultivation should be kept up as heretofore, and they stipulated to pay in Behrees or proportionate
 “ Payments per Begah One Rupee, up to the End of Phalgun; but at last they did not remain
 “ firm to that Agreement, saying to the Chowdries and Canongoes that they would pay a Pro-
 “ portion of Eight Annas per Begah, Four of which in Poor, and Four in the Month of Maug.
 “ This was at the Instance of the Chowdries and Canongoes agreed to: At the Time of the Collection
 “ for Poor, they were called on, but refused to pay their last settled Proportion, desiring to have their
 “ Accounts settled by the Mode of Agon, or giving their Grain when it was ripe: At that Time
 “ they were told that they had taken Bettay Pottahs, and that they should take an Aumeen,
 “ and make the Measurement and Kunkoot, or Estimate of Grain on their Lands: On hearing this
 “ they went to complain to the Resident, who sent an Order to the Canongoes, that as the Zemin-
 “ dars of Petchpetty had come and complained that the Amil for the Time being made undue De-
 “ mands on them, they were therefore desired to make the Kunkoot or Estimate, and Dauge
 “ Tehaun (or Proof of that Estimate when disputed, by cutting down the Grain on a certain
 “ Quantity, threshing and weighing it, as a Rule for the Rest, according to order the Canongoes
 “ and Chowdries), to whose Adjustment the Amil agreed, made the Kunkoot of each Spot, to
 “ which also the Zemindars would not agree, but required to have the Dauge and Tehaun made
 “ also (the Meaning of which is above explained); wherefore taking along with them the Measur-
 “ ing Rod and Gowro, that is the Person who acts as Arbitrator, or fixes the Quantity of Grain
 “ on which the Revenue is to be collected, the Canongoes and Chowdries went to the Ground to
 “ make the Dunge and Tehaun; whereupon the Zemindars ran away, and the Canongoes and
 “ Chowdries returned with the Jerub and Gowro to Mahomedabad. The Zemindars returned
 “ in the Evening to their Village, and in the Morning, they, of their own Authority, applied them-
 “ selves

“ selves heartily to the cutting down of the Grain without giving the least Thought to the Payment of the Government's Revenue : Some Zemindars have paid from 50 to 100 Rupees ; the Time of collecting is expiring, they do not pay their Revenue, and gird their Loins to Wickedness ; the Chuprassy who came from the Presence with a Dustack they say is a ^a Forgery, and procured through an intermediate Channel. • Sic in Original.

“ The following is a Translation of the Representation from the Canongoes, referred to in the above Papers taken from a Copy thereof, sent by them to the Resident, in Consequence of his Order to them on the Application of the Ryots of Kuremiedpoor, recorded in Proceedings of the 7th of March last. Rajah's Letters. Information on the Subject.

“ Translation of a Representation from the Canongoes, received 24th April:

“ Petition of Ram Het and Ram Schay, Canongoes. Canongoes Letter on the Subject.

“ The Situation of the Zemindars of Pitchetty, in the Purgunnah of Mahomedabad, of Purharbury, in the Sircar of Ghazeepoor, has been this ; that from the Year 1186, to the End of 1194 Fuffilee, they have, according to the Tushkhees, or Settlement made by the Amil for the Time being, and by the Chowdries and Canongoes, entered into a Cabooleat, and paid accordingly. This Year, in the Month of Assar, they applied to the Amil for Bettay Pottahs, or Agreement to pay according to the Produce ; and they took from the Foujdar, under his Signature, Bettay Pottahs, for all the Villages of the Petchetty Division. In the Month of Maug, the Amil of the Purgunnah prepared to make the Measurement, to settle the Grain Produce ; on hearing of which, the Zemindars went to the Resident to complain, and got an Order, addressed to us, signifying, that the Petitioners complained that the Amil demanded more of them than was justifiable by the Pottah, and that they requested to have the Kunkoot (Estimate or Ascertainment) and Danje (Proof of such) Estimate settled, which we were ordered to see done. Accordingly we went to every Village, and fixed every Begah and Cottah, and the Product thereof, according to the actual Produce ; but the Zemindars did not adhere to this, and argued deceitfully about the Danjoor Proof of the Estimate. In Consequence of this, a Measurement and Gowro, or Arbitrator, were fixed on, and taking us along with them, they went to the Ground to make the Danjee, or Proof required ; but the Zemindars of Petchetty would not agree, and fled, and we came back to Mahammedabad with the Jareeb and Gowroo, and all those People returning in the Evening to their Villages, fell to cutting up their Grain, without paying any Thing to the Amil, even according to the Grain Produce. Some Villages have paid One hundred, or a Hundred and Fifty Rupees. The Period for making the Collection is expiring : They do not apply either to the Payment of the Revenue, or to their Duty as Ryots ; and they even call the Chuprassy, who come with a Dustuck from the Presence, a Fabricator, and that he has been sent from others.

“ The Resident thinks it necessary here to observe, that soon after his Return from the late Circuit, or since the latter End of last Month, the Raja did, and has thereafter at different Times, verbally represented to him the Applications which had, he observed, been urgently made to him by Sheopersun Sing for military Assistance in Mohammedabad, with which the Resident having always explicitly declared that he would not comply, as being extremely averse to use Sepoys at any Time or Place in the Collections, and more especially in Mohammedabad, the Tenure of which Purgunnah in Farm has continued for several Years in the Family of Sheopersun Sing, as being One of the Raja's own Relations ; whence the Resident thought he might very well leave the said Sing and the Parties (who moreover bear among themselves a family Affinity, Sheopersun's Father having been born in Petchetty), to come to an amicable Adjustment, which he had no Doubt would soon happen, without the Necessity of any, and still less of the military, Interference of Government ; yet, on the renewed Instances of Sheoperam, which were in the present Instance all made to the Resident through the Rajah, he (the Resident) agreed, at last, to grant to Sheopersun Sing the Assistance of a Chuprassy, or public Peon, to which the said Farmer had, as the Raja mentioned, reduced his Request ; and the Resident (not then knowing that Mr. Neave had, just before his Arrival, sent a similar Chuprassy to the Place) did accordingly order such Peon to go to the Raja, to be thence sent to Sheopersun, who a few Days ago returned the said Peon, without making use of him, from which the Resident concluded that the Dispute was terminated, and certainly never suspected that Sheopersun was at that very Time meditating secretly to call into Mohammedabad the few Sepoys who had been granted to him, on the 3d of January last, to support his Authority in Kola Allah ; for which vide that Day's Proceedings. Upon the Grounds of the Premises above stated, the following Letter is now written to the Rajah :

“ From the Resident to the Rajah.

“ I have received your Letter, with the Petition of Sheopersun Sing. With regard to what the said Sing represents, that he applied for a Company of Sepoys, and that at length he sent for the Fifteen Sepoys who were in other Purgunnahs, and settled his Business through them, you
“ (the

" (the Raja) are well acquainted, that when Sheopersun Sing's Application for Sepoys was preferred to me through you, I told you that I by no Means approved of any Use being made of Sepoys in the Purgunnah of Mohammediabad; in Consequence of which, I very explicitly declared to you my Rejection of Sheopersun's Request; which Rejection you must, no Doubt, have imparted to him: But as it is necessary that proper and effectual Notice be taken of such manifest Disobedience of Orders as the said Sing has been guilty of, you are clearly to write, whether or not you explained to Sheopersun Sing my Rejection of his Application; and if you did so, you are to take in Writing from the said Baboo, why, after obtaining Notice of such Rejection, he has acted so directly contrary to the Orders of the Magistrate. 2dly, After my Rejection of Sing's Application for Sepoys, you represented to me, that, in lieu of such Sepoys, a Chuprassy from the Presence should be granted, in support of Sheopersun Sing's Authority, which I agreed to; and the Chuprassy, or public Peon, was accordingly dispatched; but instead of being sent into the Purgunnah, he was sent back to me. Wherefore, you are to write, what it was that moved Sheopersun Sing aforesaid not to accept of the said Chuprassy, and whether or not you did at all send the said Chuprassy to the said Sing.

" Having taken from Sheopersun Sing his full and true Answers to the Two Queries above stated, you will send the same to me, under his Seal and Signature, that whatever shall appear proper to be done in regard to him may take place: You will also send a Copy of the Perwannah which Sheopersun Sing mentions to have been issued in the Month of May. The Resident having caused Omrow Sing to take from the Complainants from Kerumediempore their own Account and Relation of the Affray, and of the Circumstances that preceded and led to it, and their several Declarations having been committed to Writing, the following Translations thereof are here recorded, together with the Evidence of Jange Sing, the Chuprassy Peon, then on the Spot, that as having been sent thither by Mr. Neave.

" Translation of the Zebaundundy, or Declaration of Soodhun Sing, dated the 16th May, 1788.

" I Soodhun Sing, Zemindar of the Mozah, or Village of Kerumediempore in the Purgunnah of Mohammedabad, declare as follows:

" In the Year 1192, Baboo Azab Sing took a Writing for the Jumma of the said Village, to the Amount of 4,400 Rupees, and collected the same; and in the Year 1193, we, on Account of the Heaviness of the Jumma, drew aside at the Time of making the Cultivation; but in the Month of Assar they encouraged, and gave us a Pottah, saying, that we should carry on the Cultivation, and that the Rental should be taken from us on Inspection of the Crop; but after that, they took from us at the Period of the Settlement the former Jumma, or that of 1192. In the Year 1194, the Collections were made in the same Manner, only we received a Deduction of 300 Rupees, taking from us Caboolat for the remaining 4,100 Rupees. In the Fussyly Year 1195, a Bettay Pottah was given to us by Fring Sahay, who is the Feojedar of the Purgunnah or Mahammedabad, on the Part of Sheopersun Sing, which Pottah we have in our Possession; but now the Two last Years Jumma is wanted from us, and the Pottah for the Month of Assar is not approved of. In the Month of Phalgun we came to the Presence and complained; from the Presence we carried an Order to the Catongoes, but the Amil there did not approve of the said Perwannah, and wanted the former Jumma, and appointed Watchmen to take Care of the Grain, and said, that we should pay according to Agoce Bettay, or Produce in Kind; after which he sent a Peon, desiring us to pay a Behry or Proposition* of our Revenue; to this we objected, saying, that we could not pay any Behry, but that, when the Grain was ready, we would deliver the Half of it. Then afterwards sent us Word either to pay a Bettah or Portion, or to send an Answer; and we had assembled to make an Answer, when he sent a Guard of Sepoys, who came to us, and said, they were Travellers, and desired we would furnish them with a Shop on the Outside of the Town, that they might thence buy what they wanted, and eat; the Zelladar spoke also to the same Purport, that he had called on us for that Business; but when we came, they all at once confirmed us, viz. Kishore Roy, Seedha Roy, Gunder Roy, Sectaram and Byja Roy, and were carrying them off; upon which, the People of the Village having assembled, went to the Sepoys. The Deponent being here asked, whether any of the Persons that went thus to the Sepoys had Arms? he answered, yes; my Son had a Shumshere, or Sword, in his Hand. Being again asked, whether any One else had such Arms? he answered, I did not see; but as they were the People of the Village, it may be that some of them had Clubs in their Hands. In this Interval the Sepoys fired their Musquets, and my Son died of the Wound of a Shot thence received. It being observed to the Deponent that, as the Company's Sepoys do not fire without Cause, he should explain why they had done so; he answered, I know not; but this I do know, that the Sepoys fired at the Instance of Jesswent Sing the Zelladar. Mankover, the Mother of Ram Chund deceased, being asked, if she knew the Cause of the Affray, and of her Son's being killed? she answered, she did not know any Thing about the Affray, being in her own House; but that this much she knows, that a Dispute happened with the Sepoys in which her Son was killed, for which Reason she is come to complain to the Resident. Delfoo Sing of the Kenwaur Cast, a Zemindar of the same Village, represents, that the Amil gave them a Bettay Pottah in the Month of Assar; that, at the Time of

* Sic in Ori.

* Sic in Orig.

“ the Crop or Harvest, the Fowjedar saw that, according to the Bettah Proportion, the former
 “ Jumma could not be made up, and he wanted the past Jumma ; that they therefore came to
 “ the Prefence in the Month of Faugun to complain, and brought from thence a Perwannah to
 “ the Canongoes of Mahommedabad. Upon hearing of which the Fowjedar increased his Ani-
 “ mosity ; and first, not approving of the Bettah Pottah he had given, he afterwards sent
 “ Ram Sahay Canongoes and Ram Laul Kinwaur to make the Kunkoot ; adding, we would
 “ have agreed to the Kunkoot on Ascertainment of the Produce, but as we saw that there was
 “ in the Kunkoot Injustice or Violence, we therefore objected, and desired that the Kunkoot
 “ might be tried in the Manner called Daunjee and Tehaunjee, or that, of One Part of the
 “ Crop the Fowjedar's People should reap One Cottah and we another ; and that whatever should
 “ thence turn out to be the Result of the Whole, we would agree to ; but the Officers who went
 “ to make the Kunkoot not agreeing to this, came away. Afterwards Fring Sahay the Fowjedar
 “ wrote us, that we might rest at Ease in our Minds, for that he would himself come to the Village
 “ and settle the Kunkoot. He did accordingly come, after the Space of One Week and said, to
 “ us, do you now cause the Ground to be measured. To this we agreed. He afterwards ordered,
 “ that there should be Three Measuring Lines on Three different Sides. To this we * objects, desir- * Sic in Orig.
 “ ing that One Measuring Line only might be used, because the Ground was shared out into sepa-
 “ rate Fields or Spots, which Fields or Spots had not, however, been divided into separate con-
 “ nected Plots, but lay intermixed. The Fowjedar would not agree to our Words, so that, being
 “ helpless, we agreed also to his Proposal ; but as, at the Time of measuring, there was some
 “ Ground on the Eastern Limits, which is an Object of disputed Boundary, we saw that the Fow-
 “ jedar wished that, between our Village and the other, a Warfare should ensue. To ascertain
 “ this, we sent a Man of ours, who came back with Intelligence, that Fring Sahay was getting
 “ ready, as well as the Zemindars of that Village. On hearing this, we stepped aside from that,
 “ and proceeded to another Place, and stood still, and Fring Sahay getting up, returned to Mo-
 “ hammedabad : He ordered his Zelladar, or Deputy, to make the Agore of the Lands, that is,
 “ to take measure * to secure the Produce in Kind : Afterwards the Zelladar took a Mochulka from * Sic in Orig.
 “ us, that we would not embezzle any of the Grain or Produce, which we entered into accord-
 “ ingly, and he, the Deputy Fowjedar, having appointed Watchmen, the Crop was cut ; after
 “ that, the Fowjedar issued a Duffuck, requiring us to pay a Behry, or Proportion of Rent : We
 “ objected that we were enabled to pay Money, and that as he (the Fowjedar) had adopted the
 “ Mode of Agore, he should take the Half of the Grain, but that we could not furnish any
 “ Behry, or Instalment ; he (the Fowjedar) afterwards sent us a Chitty, desiring us to come to
 “ the Hozoor, or to him : We objected, desiring that a Bank (that is, Mediator or Guarantee)
 “ might be appointed, so that we might come to him, and as the Fowjedar did not give a Bank,
 “ we also did not make our Appearance ; on which Account the Fowjedar wrote to us another
 “ Chitty, desiring us to assemble together, and to consult among ourselves, and then to come. The
 “ Zellahdar sent for us ; and having assembled us all together, the Sepoy of the Company ap-
 “ peared at that Time ; and when they came to the Zelladar, they said, we are going into the
 “ Purgunnah of Belnah, do you provide us with Firewood, Pots, and Necessaries ; upon which,
 “ sundry of our People going to supply the said Articles, and several of the principal People
 “ amongst us, who had not before arrived, then came in ; after which, the Sepoys of Govern-
 “ ment confined Five Persons, and the People of the Zelladar began to beat all those who were
 “ present, and tying the Five People's Hands who had been seized, behind their Backs, the Se-
 “ poys carried them off. By this Means an Uproar took place in the Village ; the People, Inhabit-
 “ ants thereof, made a Noise ; and Ram Chund, and Gomaun Sing, and others of the Village,
 “ came, and said, we will go along with the Sepoys, and they accordingly were following behind
 “ the Sepoys and the Prisoners ; on which Account Jeswant Sing the Zelladar, gave Orders to the
 “ Sepoys to shoot at those Persons with their Muskets, which they did accordingly. Two People,
 “ Ram Churn and Gomaun Sing, * who were wounded, the First were killed, and Three others were * Sic in Orig.
 “ wounded.

“ This Deponent being asked, whether the People who had thus assembled from the Villages,
 “ had any Arms with them ; he answers, certainly, they were People of the Village ; why should
 “ not they have Arms with them ?

Serdha Sing, Zemindar of Kirumediempoor, declares as follows :

“ Hecetofore, in the Time of Bhay Ram, during the Rajasheys of Raja Chyte Sing, the Jumma
 “ of the Village was 3,900 Rs ; in the Time of Munear Sing, that is, in 1188, it amounted up to
 “ 4,100 Rupees ; and in the Year 1189 it was 4,100 Rupees ; and in the Year 1190 it was 4,400
 “ Rupees : After that, in the Fussilly Year 1191, the Aumil demanded an Encrease of us, which
 “ we did not agree to ; at last the Rent was settled by the Mode of Agore Bettah, by which Mode,
 “ by reason of the Dearth, the Rubby Harvest amounted to 3,200 Rupees, and Two thousand
 “ Rupees were paid by us on Account of the Khereef Harvest, and in Behry, making in all 5,200 ;
 “ and in the Year 1192 Baboo Ajaib Sing took a Caboleat from us for 4,400 Rupees, and gave
 “ us a Pottah : In 1193 the same Jumma continued : In 1194 Writings were taken from us for
 “ a Jumma of 4,100, and 300 Rupees were allowed us as a Deduction on Account of the low
 “ Price

“ Price of Grain. When the Time came for carrying on the Cultivation of 1195, we, from the
 “ Heaviness of the Jumma, not seeing the Means of making good the Revenue, therefore gave
 “ up the Cultivation; when at last Fowjedar gave us Agore Bettah Pottahs, which we are pos-
 “ sessed of at the Time of the Harvest; he however wanted the former Revenue, and did not ap-
 “ prove of the Pottah of the Month of Assur; we therefore went to the Resident to complain;
 “ from him we brought a Perwannah or Order to the Canongoes in the Month of Faugum, but
 “ Fring Sahay did not approve of the Perwannah, and observed, you have brought a Perwannah
 “ to the Canongoes, what is that to me, and who am I? We therefore intended to have set out
 “ again to the Resident to complain; after which the Fowjedar sent us a Man, desiring we would not
 “ go to the Huzoor again, and that he would understand and settle our Business; he then ap-
 “ pointed Ram Sahay and Kerval Kishen as Salis or Arbitrators, and they went to the Spot
 “ and made the Kunkoot of the Bunguer or Low Grounds, to which we agreed; when we came
 “ to the Kurail or Swampy Ground, they began to make the Kunkoot by Kittabundy or separate
 “ Plots; we objected that the Mode of Kettabundy was not agreeable to us, because each of us *
 “ Master of his own Kist or Spot of Cultivation; but the Arbitrators, at the Instance of the Fou-
 “ jedar, would not attend to our Words: We at last said, that if they would satisfy us by the
 “ Mode of Dauje and Tehaunje, we would agree thereto; that is, that One Begah should be
 “ reaped by the Fowjedar, and another by us, and that whatever should be the Result of this
 “ Trial of Two Begahs, should be the Rule for ascertaining the Whole; but this they would not
 “ agree to, and removing, went away: The Fowjedar afterwards told the Zilladar to make the
 “ Agore of the Crops, that is, to secure the Produce in Kind; Nine Peons were appointed for
 “ the Agore; the Crops were reaped; after which a Chitty came to us desiring us to attend, and
 “ that our Business would thereby be settled some how or other: In reply we wrote, that if he
 “ would give us a Bramin as Security (Bank) we would attend, but that without a Bank we
 “ could not come: In reply another Chitty came from the Fowjedar, saying, that if we came it
 “ was well, and that if we did not we were the Masters; we again answered, that if he did not
 “ give us a Bank or Guarantee we would not attend: The Zilladar then told us to come all of
 “ us in a Body and deliver an Answer; we did so, and appeared in that Way before the Zilladar,
 “ When the Sepoys arrived there, saying that they were Travellers, and desiring to be supplied
 “ with Fire Wood, Potts, &c. and as the Zilladar applied to us to furnish the Sepoys with what
 “ they wanted, the Fowjedar sent his Peons to us, desiring us all to unite, and give an Answer
 “ to his Letter; we were there assembled before this; whereupon the Sepoys came and drew up
 “ as a Guard, and the Peons of the Fowjedar and Zilladar began to beat us; upon this I ran
 “ away, and I know not what happened afterwards.

* Sic in Orig.

“ Tanje Khan, a Chuprassy or Badgepeon employed under the Residency, declares as
 “ follows:

“ Baboo Sheoperfun Sing complained to the Head Assistant against the Zemindars at Patch-
 “ teppy - - - at that Time when the Resident was at Merzapoor, at the Instance of the
 “ said Shopersun, Mr. Neave dispatched me with a Duffuck addressed to the Zemindar of Petch-
 “ teppy, and I still am in Possession of the Duffuck I carried.

“ The Peon here exhibiting the original Duffuck, it appears to be dated the 10th of April
 “ 1788, and to be addressed to the Zemindars of Petchteppy aforesaid; and it states, that as it
 “ appears from the Representation of Sheoperfun Sing that they make undue Delay and Evasion
 “ in the Payment of the Revenue of Government, and as such Conduct is improper, therefore a
 “ Duffuck with a Government Chuprassy is sent to them, and that it is necessary that immediately
 “ on the Arrival of the Duffuck, they do attend on the said Baboo and pay the Government Re-
 “ venue, according to the Tuskkees or Settlement of the Chowdries and Canongoes, or that
 “ otherwise the Result would not be well for them.

“ Tonje Khan continues his Declaration, as follows :

“ When I set out from Benares I met Baboo Sheoperfun Sing at Ghazapoor; the Baboo desired
 “ me to proceed into the Pergunnah of Mahemmedabad, where I was to cause the Zemindars of
 “ Pungeteppy to appear before Fring Sahay the Aumil. On my Arrival in the Pergunnah of
 “ Mahemmedabad, I went first to the Village of Outchy, which is a Part of the said Penjepetty;
 “ but the Zemindars of that Village had before my Arrival attended on Fring Sahay, and had
 “ settled their Business and returned, wherefore they brought me, as far as regarded themselves, a
 “ Letter of Recall from Fring Sah, and returned to Fring Sha*, who told me to go next to the
 “ Village of Kerumeddienpoor, and to take the Zemindar of that Village, and bring him to the
 “ Presence: When I went to the said Village, the Zemindars gave me for Answer that they
 “ would not go to Fring Sayhay but to the Resident. I was for Six Days in the Talook, and
 “ for my Subsistence they desired me to be supplied with Flour from a Shop, saying that I would
 “ pay when I went away. On the Seventh Day all the Zemindars assembling came to me and
 “ said, shew us the Duffuck which you have brought, that we may see whether it be come from
 “ the Resident or not; I shewed it to them, and on inspecting it, they said it was under the Seal
 “ of Baboo Sheoportun Sing, and not under that of the Resident. They then desired me to pay the

* Sic in Orig.

“ the Price of the Flour I had used; upon which seeing that the Zemindars did not set any Value on the Order of Government, and being helpless, and having only an Order but no Army to enable me to seize them and bring them in, I came therefore away and went to the Zelladar. When all the Zemindars also were assembled, and their Tubhmund, a Seyed Inhabitant of a Village adjoining to Kerumdienpoor, being there, said to the Zemindars, this Perwannah issues from the English; and the Zemindars, by way of Answer, said to me, let it be an English Order or not, do you go to Heaven? I replied, well, you and I will ascend to Heaven together. After this the Zemindars got up, saying they would go to the Resident, and I also accompanied them; after a few Steps the Zemindars said to me, we will ask the happy Moment of the Bramins; saying which, they went to fix on it; and in about an Hour and a Half's Time they again came to the Zelladar, and said they would take away their Serfhuft or Mustand Sud; to which Jessurunt answered, I do not know. I afterwards asked the Zemindars, whether they meant to go to the Huzoor, or not; upon which they answered that they would not go. I therefore remained there, because without an Order I could not remove. On the next Day, Tuesday, the Sepoys arrived there and put up, and also went to see whence they (the Sepoys) were coming and where going. The Zelladar then desired me to give him the Douraha or Conductor, who was placed along with me, that he might collect the Firewood and Pots, &c. wanted by them, adding, that no other Person for this Purpose was then with him: I did accordingly give my Douraha, and removing from that Place came to my own Abode. I afterwards went to the Sepoys Encampment to see how Things were. At that Time the Zelladar said to me, Fouje Khan, do you take a written Answer from the Zemindars in return, because the Zemindars do not agree to the Orders of the Government. I again went thence to my House or Lodgings, and taking with me my Necessaries, I went back, and was standing before the Zelladar to take my Leave of him, when I saw that strong Words were passing between the Zelladar and the Zemindars about their Revenue, and that the Zemindars did not agree to what the Zelladar proposed. At this Time the Zemindars girt their Loins, and remained standing, by which Time the Sepoys being prepared, took the Zemindars in among their own Body that they might not run away.

“ Deponent being here asked, whether the Zemindars were then armed? answered in the Negative, but that they girded their Loins.

“ The said Peon then continues his Narrative as follows :

“ In this Manner an Uproar and Tumult happened in the Village, and One Man run away from the Zemindars Party into the Village, and upbraided them for their * Littlefness, and de- * Sic in Orig.
fired them to prepare, for that the Sepoys were carrying the Zemindars away as Prisoners. The Sepoys seeing the Tumult, tied the Hands of the Five People they had laid hold of, that they might not escape by taking to Flight; and the Villagers assembling, shut up Two of the Roads, One only, or the Third, remaining at the Will of the Sepoys at that Time. I saw the Zemindars coming on the Sepoys with naked Swords, calling out, that as they were the Sepoys of Sheopersun Sing, they would put them to Death. I fled to some Distance, and there stood, to see what would happen; during which, Two or Three People struck at the Sepoys with their Swords, who received the Strokes on their Musquets and Bayonets; the Sepoys called out to the Havildar, asking why he did not give Orders that they might put the Zemindars to Death; and asking, when he would give the Orders? The Havildar gave Orders to Five of the Sepoys, and the remaining Sepoy remained to guard the Prisoners. When the Sepoys fired, Four of the Zemindars Party were wounded, and One Shot did no Execution. From that Place the Sepoys brought on their Prisoners to the Village of Bethora, and I run after them; and the Zemindars following also in a Body, made a Stand near that Village, while the Sepoys carried on the Prisoners.

“ Tanje Sing Peon is now sent back into the Purgunnah of Mahammedabad, with an Order to Fring Sah or Shahee, the Naib of Sheopersun Sing, in that Purgunnah, to send to Benares the Five Zemindars of Kerumeddunpoor, whom the Sepoys appear, by the Documents above recorded, to have made Prisoners, and delivered over to the said Shahee, who is also desired to send with the said Zemindars as many Sepoys as may be requisite for their safe Custody, with Persons to give Evidence, and among the Rest, Jesswant or Jesu Sing the Zelladar, before the Affray happened. Other Zemindars sent for;

“ An Order is also sent to the Canongoes of the Purgunnah of Mahammadabad, that such of their Body as went to make the Kunkoot Kerumeddunpoor shall also repair to Benares. as also the Canongoes, 28th May.

“ The Resident not having yet received any Answer from the Raja to the Orders of the 17th instant, sent to him on the Subject of Sheopersun Sing's Behaviour, relative to the Affray at Mohammedabad, the Subject of which is now under the Resident's Consideration and Enquiry, a further Letter is written to him, to know why he has not sent the said Answer. Raja again called on for Sheopersun's Answer, Sepoys sent to Mahammedabad.

“ The Zemindars of Kerumeddunpoor Mahammadabad, who were sent for on the 17th, being arrived, they were this Day called before the Resident, and their Declarations have been taken, as will appear recorded at Length in To-morrow's Proceedings. Zemindars of Kerumeddunpoor Mahammadabad arrived. They

Committed.

“ They are now ordered to be committed to safe Custody in the Resident's Guard, together with those who arrived as recorded in Proceedings of the 17th Instant.

19th May.
Continuation
of Enquiry
into the Case
of the Zemindars of Kerumedianpoor, and in Muhammedabad. Declarations of the Zemindars, and Evidence of the Canongoes on the Subject.

“ The Peon, who went into the Pergunnah of Mohummedabad, by Order of the 17th Instant, to bring up the Five Zemindars of Kerumedianpoor, who had been made Prisoners, having returned as estimated in Yesterday's Proceedings with Four of them (the other being so old as not to be able to walk), the Resident, on their Arrival under Guard of the Havildar and Sepoys, with whom the Affray happened (as noticed in the Proceedings of the 17th Instant), appointed Omrow Sing to take down their voluntary Declarations, which, having been since translated, together with the Examination of the Canongoes of the Pergunnah interspersed therewith, the Whole is here recorded as follows :

“ Translation made of the Zebaunbundy, or Declarations delivered by the Zemindars of Kerumedianpoor, when brought up Prisoners on the 24th May 1788, Saturam, Zemindar of Kerumedianpoor, declares, as far as regards the Arrival of the Sepoys, and their calling for Supplies of Pots and Firewood, to the same Purpose as appears already in the Evidence of the other Zemindars, recorded in Proceedings of the 27th Instant.

“ Being asked how the Hostilities were occasioned ? he answered as follows : Gormaun Sing and Ram Chum, our Brethren, had come to ask a Horse from the Zelladar, for a Marriage Procession, where, seeing me in the Guard, they staid with me. When the Sepoys having placed me in the Guard, had begun to beat and mal-treat me, my Brethren followed us at the Distance of about Fifteen Gattas, or Cottas ; there were also Three or Four more People with them. When the Sepoys had taken me away about a Musquet Shot Distance, at that Time some Peons, the Servants of Sheopersun Sing, who were stationed under Jesswunt Sing the Zelladar, came from the Village with naked Swords, and One of them said, that the Villagers were coming in a tumultuous Manner, by which the Sepoys knew or conceived that the Peons were the Zemindars who were coming with naked Swords. At that Time the Sepoys asked the Havildar whether he would give Orders after the Villagers coming in this tumultuous Manner had killed them ; wherefore the Havildar gave Orders to fire, whereby Two were killed, and Two wounded.

“ The Defendant was then asked, what Proportion of Revenue they (the Zemindars) had paid this Year up to Bysaack ; to which he answered, to about Seven hundred Rupees. After that he was asked, what Proportion they had paid last Year to the same Period ? and answered, about Nine hundred Rupees. He was then asked, why he had not come along with the Chuprassy, who had been sent with the Dustuck ? to which he answered, that the Dustuck required them to appear before the Fowjeddar, which they did not approve of, but wanted them to go to the Presence, to which the Chuprassy sent his Negative, desiring to proceed to the Fowjeddar, in which Argument Seven Days elapsed, when the Guard arrived.

“ The Canongoes Kewil Kishen and Ram Sahahy and Sheo Laul Chowdry, were then asked, what Sum these Zemindars had usually paid up to Bysaack ? they answered, that the Agreement has usually been to pay Two thousand Rupees up to the preceding Month of Cheyte, and that they had actually paid as much up to the End of Cheyte ; but that by the Waffil Baky of this Year, they had paid off their Jumma, which amounted to Four thousand one hundred and one, only Four hundred and three Rupees, Ten Annas, and Three Pice, the Balance being 3,697 5 9.

“ Bundhoo Roy, another of the said Zemindars, declares as follows :

“ A Peon of the Zelladars came to call me ; I went thither, and saw Sepoys standing there, on which I conceived that they were come to seize me ; I therefore said that they might take me whenever they liked. In this Interval Luckman, a Hircarra belonging to Sheopersun Sing, came, and slapping Seetaram on the Head, observed all the Strife is of the Zemindars making ; upon this, we who were there assembled, got up, saying, carry us wherever you like.

“ The Sepoys put me in the Guard ; One of my Brethren ran off to the Village ; on the Sepoys seeing that One Man had fled, they began to beat and maltreat Seetaram, who thereupon made a Noise, crying out, that the Sepoys were killing him, and asking whether his Friends would come after he was killed ? About this Time the People of the Village assembled ; and when the Sepoys had carried us near to a Tank, at the Distance of about a Musquet Shot, Rhaula Roy, the Uncle of Seetaram, asked the Sepoys why they were beating and maltreating, and desired them to carry us to the Hakim, where, whatever was to be, would take place. One of the Sepoys threatened thereon with his Bayonet, at which Time Four People appeared on the Mound of the Tank, and a Peon coming then from the Village, and saying, that the People were coming in a tumultuous Manner from the Village, and that Four of them (as might be seen) were already got this Length, the Sepoys asked the Havildar whether they should fire ? upon which I asked them why they fired ? they answered, it was only to frighten ; but when One Man was wounded, I knew that the Sepoys had struck.

“ Being asked whether the Four People on the Mound of the Tank had Arms ? he answered, that One Person, Ram Churn, had a Sword in his Hand, but that the others had no Arms.

“ Being asked whether he knew what Revenue they (the Zemindars) had paid? he answered, that he did not know, but that Seetaram, their Serdar or Head, knew.

“ Gunderp Roy, another of the said Zemindars, declares as follows:

“ A Letter from the Fowjeddar came to us, requiring our Attendance; we all assembling, told Jeffwunt Sing, that the next Day we would all assemble and give our Answer; being next Morning assembled, according to the Requisition of the Zemindars, the Government Sepoys came, and asking who Jeffwunt Sing was, and desiring to be supplied with Bukaul and Victuals, I asked the Sepoys what Time of Day that was to ask for Victuals? At last they were supplied according to their Requisition. I wanted to get up and come away, but the Sepoys would not allow us; Seeteram also wanted to get away, on the Plea of a necessary Occasion. Kisho Roy said that he was going, because there was a Marriage at his House; but the Sepoys would not allow him to go; and we then perceived that they had come to make us Prisoners; and Luckman, Hircarrah, a Servant of Baboo Sheopersun Sing, coming there, sat down; I asked him whence he came? he answered, from Belceah. In about Twenty Minutes the Hircarrah got up, and slapped Seeteram in the Face, saying, you are the Malick, or Manager, come along with me. The Sepoys perceiving this, took Seeteram and us into the Guard; having carried us near to a Tank, at about a Musquet Shot Distance, there Five People were coming in a Body from the Village.

“ Being hereupon asked whether those Persons were armed? he said, that Ram Churn had a Sword in his Hand, but that none of the others had any; adding as follows:

“ One of the Peons of the Zelladar came from the Village, and said to the Sepoys, what are you looking at? the Zemindars are coming in a Body; but those Persons so coming were the Servants of Sheopersun Sing. The Sepoys on seeing the People coming from the Village, and some of them (Servants of the Fowjeddar) having naked Swords, the Sepoys conceiving these People to be the Zemindars, asked the Havildar to authorize them to fire, and did fire accordingly, by which Four Persons were wounded, Two of whom have died, and the Two other remain.

“ Being asked what Revenue they had paid? he answered, that up to Augheen, they had paid off the Current Year's Produce, Six hundred Rupees, towards former Balances, and that about Six hundred Rupees more must have been paid in towards this Year's Revenue.

“ Serdah Roy, another of the said Villagers, declares as follow:

“ Four Peons were sent by the Zelladar to call me; I went thither and sat down; in less than an Hour's Time I wished to get up and go away, but the Sepoys would not allow me to proceed.

“ The Sepoys put also Seeteram and the others into the Guard among the others; I perceived that Scheffa Roy was coming with a Club in his Hand; and One of the Peons of the Zelladar came and said, what are you looking at? the Villagers are coming to their Assistance. This much I heard and saw, and nothing more to do I know; the Sepoys carried me behind, and I know nothing of the Manner in which the Hostilities happened; which did not come to my Knowledge till after they had happened. The Canongoes declare, that it is the established Custom of the Pergunnah of Mohammedabad, that, in Cases where the Zemindars having given a Cabooleat (that is paid on a Money Settlement) for the preceding Year, and obtained a Bittay Pottah, to pay according to the Produce for the Current One, the Custom being, that upon the Riboly Crop, Eight Annas per Bega are to be paid as a Behry or proportionate Payment of the whole Year's Revenue, Four Annas whereof in Poos, and Four Annas in Mough, the Roy-raur Vegetables, &c. and Sugar Cane being paid for separately by Monthly Instalments, and that where the Land is Taal, or low and swampy, the Behry is only Four Annas.

“ Ram Sahahy Kewil Kishen, and Sheo Laul Chowdry, are examined as follows:

“ Q. Why, when you went to make the Kunkoot, or Ascertainment of Grain of Kemeereddin-poor, did you make it unfairly; and why did not you settle the Objections of the Zemindars when they required the Daunje Fhaunje to be made?

“ A. To the best of our Knowledge we used no Unfairness in the Kunkoot; and the Time of the Objections being raised by the Ryots, we desire them to go to the Fowjeddar, that we might make the whole of One Ketta Agore (that is, divide the Grain thereof Half and Half in Kind between the Amil and the Ryots), which Kitta or Spot was about Four hundred Begahs, our Kunkoot or Estimate of which was One thousand Eight hundred Maunds.

“ Q. Did you ever see the Pottahs that have been brought by the Zemindars of Kereemeddien-poor?

“ A. Yes; they were written by us, it being the Custom of that Pergunnah for the Canon-goes to write the Hinduee Counterpart of all Pottahs.

“ Q. Why, when you went to make the Kunkoot, did you come away on the Objections raised by the Ryots?

" A. The Ryots Objections were, that after we should have made the Daunge Tehange of the Whole of the first Ketted or Spot we had made the Kunkoot of, we might then proceed to make in like Manner all the others.

" Q. Do you know whether the Zemindars demanded a Bank or Security from the Fowjedar, and why he did not give it?

" A. We know not.

" Q. Do you know why there happened Hostilities between the Zemindars and the Sepoys?

" A. We know nothing on that Subject.

" Q. Do you know whether the Zemindars made in 1193 the Objections as noticed by Serdha Sing, as recorded in the Proceedings of the 17th Instant?

" A. That Representation is false; but in the Year 1194, at the Time the Crop was ready, Three hundred Rupees were given as a Deduction on Account of the Destruction made by Insects.

" Q. When in the Month of Maug the Ryots went to Fring Sahay to complain, did the said Sah or Sahays consent to maintain the Assar Pottah or not?

" A. The Subject was never discussed before the Fowjedar, and we are unapprized thereof.

" Q. When the Ryots carried the Perwannah to you, what did you do in Compliance therewith?

" A. We received the Perwannah; upon which we applied for the Aumeen, who according to the established Custom of the Pergunnah was to go with us.

" Q. Did the Fowjedar furnish the Aumeen?

" A. He appointed Sheo Laul Sing Chowdery as Aumeen.

" Q. Why the Ryots objected to the Kunkoot made by Kittabundy or distinct Divisions; did you adhere to that Plan?

" A. When we were ready to make it according to each Person's separate Cultivation, at that Time the Zemindars disappeared.

" Q. The Ryots represent that they desired that the Crop on One Biga might be reaped on their Part, and the Crop of another on the Part of the Hakim, and that the Result of those Two Reapings might be ascertained, which is what is meant by Dunge and Tehaunge; you are therefore desired to declare whether that be the Custom of the Pergunnah or not?

" A. That is the Custom; but the Ryots did not confine their Objections either to One Begah or One Cottah.

" Q. Why did you commence Three Measurements at Once, instead of One, which was what the Ryots requested?

" A. Three Measurements were fixed for Three Pottahs or Divisions for the Sake of Dispatch, because by making use of only One measuring Line at Once, a great Length of Time would have elapsed.

" Q. The Ryots represented that the Measurement should begin from the West; and why did you go and begin it at the East?

" A. Because the Kunkoot or Estimate by the Eye was first made there.

" Q. Do you know whether any Summonses from the Fowjedar ever went to that Village were disobeyed and set at naught by the Ryots?

" A. Such has often happened, that the Ryots refused to attend at the Command of the Fowjedar.

" Q. Do you know whether Fring Sahay himself went to the Village of Kerumeddien-poor, and why he did not bring the Ryots along with him to settle their Concerns?

" A. Fring Sahay did go to the Village, and the Zemindars attended One Day, but on the Second disappeared, so that he could not bring them along with him.

" Q. Do you know that it was because they would not attend at the Fowjedar's Requisition that he sent the Sepoys?

" A. They would not give their Attendance for Fring Sepoys own People.

" Q. Why did not the Zemindars agree to your (the Canongoe and Chowdry) Adjustment; it would thence appear that you did not do them Justice?

" A. We acted according to the Usage from 1179 to 1182, in which Years the said Village was also on a Grain Settlement, but the People would not consent thereto.

" Q. Has Fring Sahay any Enmity to these Zemindars?

" A. None.

" Q. What was the real Cause of the Zemindars being displeased?

" A. From the Ryots it appeared to us, that they wanted the whole Produce to be divided in the Manner of Agore Betray, giving One Half of the Grain to the Government, and keeping the other to themselves, and their Intention was to do so from the Beginning of the Year.

" The

" The Canongoes add, that the same Village having a Bettay Settlement in 1179, the Kunkoot or Estimate on which they paid was Three Maunds Thirty Seers per Biggah and in 1181 Fully Four Maunds Fifteen Seer per Biggah; and in 1195 the same Land was estimated per Biggah at Four Maunds Nine Half Seer, as follows:

Tatil or Swamp Ground	Maunds	Seers
" In 1179 — —	3	30 per Biggah.
" Ditto 1181 — —	4	15 per ditto.
" Ditto 1195 (Current Year) —	4	9½ per ditto.

" The Cannongoes add, that in 1195 they had made the Kunkoot of Four hundred and Five Bigahs of Taul Land, in which, according to the above Rate of Four Maunds Nine One-half Seers per Biggah, they calculated One thousand Eight hundred Maunds to be contained.

" Q. To the Canongoes.—When the Zemindar applied to you, in order to ascertain or prove the Justness of your Kunkoot to establish the same by the Mode of Daunge Tehaunge, why did not you do so?

" A. We then said to the Zemindars, that we would make the Daunge Tehaunge, as far as from One Cottah to a Biggah, and that if they desired the whole Ketta or Plot to be tried in the same Manner, they should proceed with us to the Fowjedar, from whom we would get Permission to have it made Agore. The Zemindars did not One of them come along with us to the Fowjedar, nor did they approve of the Kunkoot.

" The Canongoes state the Jumma Waffil Bakey, or Rental Collections and Balances of Kumeddienpoor for the Current Year 1195, as follows:

" Jumma as per last Year without Aboab —	4,101 — —
" Collections up to the 9th of Shaeban, or 15th May	403 10 3
" Balance	3,697 5 9

" Seeteram, the head Zemindar, acknowledges and signs to the Justice of the above Statement.

" The Canongoes have already reported, in a former Part of their Evidence, that up to the End of Chyte (the Month preceding Shaeban), these Zemindars used to pay a Proportion of their whole Year's Revenue, equal to Two thousand Rupees, and that they actually did so till the End of 1193; adding, that in 1194 they paid up to Chyte about 1200 Rupees.

" The Resident's Officer Gopeekunt having been in like Manner, and at the same Time with Omrow Sing, appointed to take down the Evidence of the Havildar and Sepoys engaged in the Affray, (the said Havildar and Sepoys having been first cautioned that they must, when their Declaration should be reduced into English, swear to the Truth of the same), the following Translation thereof is here recorded:

Examination of the Havildar and Sepoys concerned in the Affray.

" Declaration of Dummer Sing, Havildar, on the 24th May 1788.

" I was in the Pergunnah of Chundoke with the Four Sepoys; Baboo Sheopersun Sing sent for me, and I came to Benares to the said Sing with the Four Sepoys. The Baboo said to me, do you go with your Four Sepoys and other Nine, which you will take from this into Mohammedabad, to Fring Saky, the Fowjedar of that Pergunnah, and act as he tells you. Accordingly, I and Hurry Sing Almdar, and 12 Sepoys, in all 14, went to the said Fowjedar. At Night Fring Sahy had an Interview with me, and said, that the Zemindars of Kereemuddinpoor did wickedly withhold their Revenue, and did not appear or attend, and that I should therefore proceed to them (the said Zemindars), and seize and bring them in such Manner as that they should come. I said, if there happen any Dispute there, what am I to do? Fring Shahy said, the Zelladar there has Twenty Peons stationed with him; when you go there, the Zelladar will seize the Zemindars, and commit them to your Charge according to the Desire of the said Fowjedar. We went to the Zelladar called Jeshun (otherwise written Jesswunt) Sing, who finding his People, brought Nine of the Zemindars, and committed them over to us. Luckman Sing, a Hircarrah belonging to Sheopersun Sing, and Sheonaut Sing, Sepoy, came to me, said, that many People had assembled in the Village with Arms; I said to the Zemindars, why do you create a Tumult? the Zelladar has committed you to me; do you come along with me to Mohammedabad, and settle your Business; if it be not there settled, you shall go to Benares to the Resident. At that Time the Nine People that were there settling got up, and wanted to run away; upon which Jeshun Sing, the Zelladar, and Luckman Sing, Hircarrah, said, that now these Zemindars would run away, and that therefore I should place them in the Guard, and carry them to Mahammedabad. I then called the Sepoys, who were sitting at some Distance, and said to them, the People of the Village are assembled in great Bodies, be you therefore on your Guard; and when the People of the Village attack you, after they shall have given you One or Two Wounds, you will then be active. We then, who were Fourteen Men together, with Twenty Peons belonging to the Fowjedar, put the Zemindars with Guard, and set out for Mehommedabad; there were at first Nine Zemindars, Four of whom got off through the tumultuous Proceedings of the Villagers; the other Five People being placed in the Guard, we came out of the Village. The People of the Village, to the Number

“ her of nearly 400 People, surrounded us; at first Two or Three Blows were struck upon my
 “ Sepoys, which they parried with their Bayonets, Two of which were thereby hacked. The
 “ Sepoys then called out and said, O Havildar, we are now in the last Extremity, you have
 “ brought us to loose our Heads! what Orders do you give? I answered, in such Manner as
 “ your Heads may remain; do you also preserve your own Lives. At that Time the Sepoys fired,
 “ by which the People of the Village were wounded, and fled thence, which leaving us at Li-
 “ berty, I proceeded in all Haste with the Five Zemindars to Mohammadebad, and delivered
 “ over the Zemindar to Fring Shahy; about which Time an Order came from Baboo Sheoperfun
 “ Sing to send the hacked Bayonets of the Sepoys with the Havildar, &c. to Benares, and
 “ Three of us came accordingly, and stated the Case to Baboo, and the remaining Eleven Sepoys
 “ have arrived to Day.

“ Q. When you were going from Mohammedabad to Kernmeddienpoor, what Conversation
 “ had you with Fring Shahy?

“ A. When Fring Shahy sent for me at Night, and said, do you go and bring the Zemindars
 “ of Kernmeddienpoor; I answered that I had heard the Zemindars were prepared for War, and
 “ that if they did fight, what was I to do? upon which Fring Shahy answered, you are a Com-
 “ pany's Servant, it is not proper for you to fight, but if such a Crisis happen that your Life
 “ shall be in Danger, you are then to act as you think fit.

“ Likemun Pary, Sepoy, deposes to the same Purport, as to their being sent to bring the Zemindars,
 “ as the Havildar whole Deposition has been above recorded; after which he continues as follows:

“ Jeshen Sing, Zelladar, seized Nine Zemindars, and put them into our Charge. By reason of
 “ the Apprehension of the Zemindars, about 300 or 400 of the Villagers assembled. When in the
 “ Morning, we set out with the Zemindars in our Guard for Mahommedabad, Four of them got off
 “ through the tumultuous Proceedings of the Villagers; with the remaining Five we produced
 “ the Havildar, saying to the Zemindars, do not you have any Uneasiness, I am carrying you to
 “ make your Settlement; if it does not take place at Mohammedabad, I will take you to the Re-
 “ sident at Benares. When we got out of the Village, all the Villagers raising a Tumult, followed us,
 “ and Four or Five of them came among us with naked Swords, Three Strokes whereof were made upon
 “ me, which I received upon my Bayonet, and Sheo Naut, Sepoy, did the same, and said to the Ha-
 “ vildar, now our Life is going, what Orders do you give? the Havildar answered, in such Man-
 “ ner as your Lives may not be lost; do you also pursue them. Being exceedingly pressed, we
 “ fired, by which all the People run away, and this giving us Liberty to proceed, we went on as
 “ fast as we could to Mohammadabad with the Zemindars. How many People were wounded I
 “ did not see perfectly well, but the Tumult was to the highest Pitch, and we thought it very dif-
 “ ficult to preserve our own Lives.

“ Shudisht, Sepoy, deposes to the same Effect as the above, only specifying, that after the Four
 “ Zemindars had run away, Sooty Ram, One of the Five who were still in Custody, abusing the People
 “ of the Village, asked them what they would do after the Sepoys had carried them, the Zemin-
 “ dars, off? and that it was by Seetaram's thus executing the Villagers that between 3 or 400 of
 “ them came with Arms; and that when they had struck the Sepoys on their Bayonets with their
 “ naked Swords, the Sepoys observed to the Havildar, that after their Lives were lost, he would
 “ give Orders for firing, the Havildar told them, that they might preserve their Lives in what-
 “ ever Way they thought best, upon which they fired, &c.

“ Faikoo Sing, Sepoy, deposes to the same Purport as the last Witnesses, particularly speci-
 “ fying Sutaram exciting the Villagers; and the Facts of Lekeman and Shewnaut, Sepoys, having
 “ received the Stroke of a Sword on their Bayonets before they fired.

“ Tekemun Sing, Sepoy, exactly to the same Purport as the above.

“ Anund Sing, Sepoy, deposes as above, except that he does not specify Seetaram exciting
 “ the Tumult.

“ Froont Sing, Sepoy, deposes to the same Purport with the above; and further specifies,
 “ that he heard the Havildar ask Fring Sahay what he was to do if the Zemindars forcibly resisted
 “ and fought? upon which Fring Sahay said, you are the Servant of the Company, there is no
 “ Authority for fighting; but if you are helpless, and that the Zemindars attack you, you will
 “ also do what you think proper; adding, that Fring Sah further observed; that the Zelladar had
 “ also Twenty Peons with him.

“ Bundhoo Sing, Sepoy, deposes to the same Purport as the general Tenor of the above Evidence.

“ Sheo Naut, Sepoy, deposes to the same Purport; and particularly specifies Seetaram's ex-
 “ citing the Villagers, by asking what they would do when they (the Zemindars) were carried
 “ away; and that it was this Exciting on the Part of Seetaram that made Four or Five, with
 “ naked Swords, come and * strick Three Strokes upon Lekeman, Sepoy, which he received on
 “ his Bayonet, besides Two Blows aimed at this Deponent, which he, in like Manner, received on
 “ his Bayonet. Lekeman and Sheo Naut, Sepoys, shew their Bayonets, which are dented plainly by
 “ the Stroke of a Scymetar, or some such Instruments, as described by them.

* Sic in Orig.

" The Resident having had this Day and Yesterday the Parties in this Cause before him, the following farther viva voce Examination and Evidence is now taken and recorded: Further Examination and Evidence taken on Subject.

" Seetaram, the Principal of the Zemindars, being this Day confronted with the Canongoe and Chowdry who went to make the Kunkoot or Measurements for Ascertainment of Grain in the Village of Keeremeddienpoor, Ram Sahay the said Canongoe, and Sheo Laul the Chowdry, are again asked in his (Seetaram's) Presence, what it was that stopped the going on of the Kunkoot, when they first went to make it? whereupon they both declare, that it was because Seetaram and the Zemindars would not rest satisfied with trying the Accuracy of their Estimate by the Operation of Damage Tehaunge on a Begah or so, but wished them to try the Whole 400 Begahs of the real Land they had made the Kunkoot of by the same Detail. Upon hearing which Declaration, Seetaram denies this, alledging, that he would have been satisfied if they had proved the Accuracy of the Estimate by the Operation of Daunge Tehaunge, even on One Begah: And being asked, whether he can prove this? he refers to their Evidence on Oath; which being accordingly required of them, they again confirm the above-mentioned Declarations. The Zelladar Jeshun, or Jeshwunt Sing, is questioned as follows:

" Q. The Zemindars having set forth in their Declaration, that you at last concluded to take their Grain in the Mode of Agore, or to take Half the Grain when ripe, and for that Purpose appointed Peons to take Care of the Crop—What have you to say to this?

" A. It is entirely erroneous; the Fact being, that Seetaram and Gunderp Roy came to me, and said that all the Crop was spoiling, and that, with my Permission, they would cut it down and put it up in the Khermen, and therefore go to the Fowjedar and settle their Business: And as they had before that, without my Permission, cut up the Grain on the Bhanguir Land (the Kunkoot of which had been made), I seeing myself helpless, told the Seinas (or Watchman of the Crop), not to oppose their cutting down the Grain. Thus much passed between me and them, and nothing more. Being asked, whether he had not taken a Mochulka from them? he answered, that nothing had been taken in Writing from them at the Time of cutting or reaping the Crop: But that, in the Month of Phalgun, when they go to collect Ahery from the Fields to feed their Horses and Bullocks, it is the Custom of the Pergunnah to take at that Time a Mochulka from the Zemindars and Ryots, which was then accordingly taken from them in Form, and stipulating, as usual, not to cut down the Barley at the same Time with the Akey. The Canongoes declare, that the above is the Custom of the Pergunnah, and that the Zemindars of Kunkoot Villages do give such a Mochulka. Seetaram being asked, whether the Zelladar had agreed to the Mode of Agore? he answers, that so far he did so, as to agree to their cutting down the Grain, and to give Orders to the Seinas accordingly. The Zelladar solemnly denies having ever agreed to the Agore otherwise than as he was forced to in the Manner above mentioned.

" The Resident remarks to both Parties, that it is of no great Moment whether the Agore was agreed to or not (though he does not believe that it was), seeing that, admitting it to have been so, it was plainly a forced Act or Concession, contrary to the Meaning of the Pottah granted at the Beginning of the Year on the Part of the Amil and his Deputy; for it is well known and understood that a Betay Pottah, which is what these Zemindars possessed, does not entitle a Zemindar to pay any otherwise than by the Result of the Kimkoot, or the common Way of estimating the Quantity of the natural Produce on which a Money Price is calculated and paid by the Renters; and unless the Pottah expressly specify and stipulate Agore Betay (which means, that the Half of the Grain when reaped, and no Money shall be paid to the Amil), the said Modes of Agore (which is otherwise in itself, in most Cases, the next to impracticable with any Safety to Government) cannot be laid Claim to.

" Tauje Khan, the Chuprassy Peon, being this Day next called before the Resident, is sworn, and confirms upon Oath the Truth of the Relation contained in his Zebanbundy, committed to Writing on the 16th Instant, and recorded on Proceedings of the 17th.

" He is now further questioned as follows:

" Q. Did you yourself see the Attack made on the Sepoys Kernmeddienpoor?

" A. I did.

" Q. Were the Persons that attacked them belonging to Shespersim Sing, or to the Zemindars of Kernmeddienpoor?

" A. To the Zemindar of Kernmeddienpoor: And I myself heard Seetaram call out to his Adherents, that they should smite the Sepoys, who were, he said, the Sepoys of Sheopersim Sing.

" The following is a Translation of the General Form of the Pottah held this Year by the Zemindars Kerumeddienpoor. Pottah for Kernmeddienpoor.

" Translation of One of the Three Pottahs for Kenumeddienpoor, 1785.

" Agreement and Stipulation for a Rejebundy, that is, Nakedy or Ready Money, and Bettay, or Grain Division Settlement for the Village of Kenumeddienpoor, the Potty or Division of Ram

“ Ravy in the Pergunnah of Mahemmedabad Purhaufbany, on the Agreement of Gorhoo Ravy,
 “ on Account of 1195 Fuffilly, with a View to the Advantage or Profit of the Sircar, and the Ease
 “ of the Ryets, a Pottah is granted from Baboo Theoperum Sing. It is necessary that they carry
 “ on the Cultivation in the utmost Confidence, on the same Conditions as last Year, and their Re-
 “ venue will be taken according to this Pottah, and in no other Way.

“ Nukdy, or Ready Money.

“ Sugar Cane and Pulse and Vegetables as
 before.

Bahevley, or Rate of Money, to be paid for Grain.

Kasht Kinwaur, or Cultivation, by those of the
 Kinwaur Cast, 2½ Seers Aboabs.

Kasht, or Cultivation of new settled Ryets, no-
 thing in the Way of Aboab.

Kast of Bramins taken, and pay Kasht, no
 Aboab.

“ Dated 12th Shewault, 1194 Fuffilly.

“ N. B. There are Two other Pottahs for the Two other Puttahs or Divisions of the above Vil-
 “ lage of same Kenneemdupoor, to the Purport as the foregoing.

“ The Resident taking into Consideration the Whole of this Cause, as recorded in his Proceed-
 “ ings of the 17th Instant and of this Date, is of Opinion that the Conduct of the Zemindars of
 “ Keremienddienpoor is highly culpable in all Respects, as well according to the Customs of this
 “ Country, as from a View to the intrinsic Merit or Demerit of the Actions they have been guilty
 “ of. It seems indeed highly probable, that when they applied in the Beginning of this Year for
 “ a Bettay Pottah (by which they were to pay according to the Grain Produce), they had in View
 “ to practise all the evasive Line of Conduct they have since invariably pursued, and that they
 “ chose and insisted on that Mode of Settlement, although not what they had generally been used to,
 “ because from its Nature it would afford them so many Opportunities of defeating all the Attempts of
 “ the Collector, however justifiable and necessary to compel them to a fair Settlement. In some of
 “ these Zemindars Declarations, particularly that of Soodun Sing (entered in Proceedings of the
 “ 17th Instant), he affects to complain that the same Revenue was demanded of them for this
 “ as last Year; whereas they were, by the Terms of their Bettay Settlement, to pay only accord-
 “ ing to the Produce; but although this Assertion of Soodhun's is by no Means proved, or that
 “ any Thing more was demanded than according to the Produce, yet had such a Demand been made,
 “ it would neither have been unreasonable or unjust, since all Bettay Pottahs are necessarily under-
 “ stood to be given on Condition that the Cultivation shall be kept up as before; as otherwise the
 “ Government's Revenue might, according to this Mode of Settlement, dwindle to nothing; and
 “ in the present Instance the Pottah expressly provides in the Body of it, that they are to pay on the
 “ same Conditions as last Year; the Representations of the Zemindars to this Effect seems therefore to
 “ the Resident to merit no Attention: And on the other Hand, their evading to all Appearance, even
 “ according to their own Relation premeditated, to adhere to any Relation or practicable Mode of
 “ ascertaining their Grain, and their Insolence in refusing to attend on their regular Superior, Fring
 “ Sakay, the Collector of Pergunnah, unless he would give them a Bramin as Security that they might
 “ return in Safety; and their carrying on this Kind of Negotiation at a Time that they themselves
 “ confess they were wilfully in Arrears, and refused to pay any Thing towards the Revenue, claim-
 “ ing to give only Half of their Grain in the Way called Agore Bettay, after it would be ripe, to
 “ which Mode, were it otherwise adviseable, their Pottah did not entitle them; all the Circum-
 “ stances above enumerated make wholly against the Conduct of these Zemindars, and indicate
 “ sufficiently their bad Intentions, which were carried to the Height when they, and more espe-
 “ cially their Chief, Seeteram, dared to excite their Brethren and Dependants to attack the Sepoys
 “ of Government, of which there cannot be the least Doubt, since as far as is necessary to cor-
 “ roborate the Truth of the Sepoys Relations, these very Zemindars agree in their Account of
 “ the Reluctance with which the Sepoys proceeded to defend themselves, and the hacked State
 “ of their Arms evidently shew that they were not too hasty in that Respect. The Plea set up
 “ by some of the Zemindars, that it was the People of Sheoperum Sing who occasioned the
 “ Tumult and alarmed the Sepoys, is too absurd to merit Attention; had it been so, they, Sheo-
 “ person's People, and not the Zemindars Relations, would have been in all Human Probability
 “ among the Slain; besides the Sepoys were, according to the Admission of the Culprit Zemin-
 “ dars themselves, exceedingly averse and distressed before they fired: Could they, under such
 “ Impressions of allowed Backwardness to make Use of their Arms, have thus supposed them-
 “ selves in Danger from their Friends? or could the Havildar and all the Sepoys have been so
 “ ignorant as to mistake such Friends for their Enemies? or would such Friends have attacked
 “ the Sepoys Sword in Hand, insomuch that their Bayonets still bear the Mark of such Attack?
 “ added to all which, it is expressly admitted by Soodhund Roy, One of these Zemindars, in
 “ his Evidence or Declaration, recorded on the Proceedings of the 17th Instant, that when the
 “ Zemindars were seized and going along in the Guard, the People of the Village having
 “ assembled,

" assembled, went to the Sepoys; and being hereupon questioned, he admitted, that his Son
 " Gomaun Sing, who was One who thus went with the Sepoys, and fell a Victim to his own Te-
 " merity, had a Sword in his Hand; and it is related by another of the Zemindars, Bundhoo
 " Roy (examined on the 24th Instant as above recorded); that Ram Churn, the other Person
 " killed, had also a Sword in his Hand; all which is farther corroborated by the Declaration of
 " Diffoo Sing. The next examined Zemindar on the 17th Instant, declared, that on the Zemin-
 " dars on the Guard being carried off, the Inhabitants of the Village made a Noise, and that
 " Ram Chund or Churn, and Gomaun Sing (the two Persons killed), came and said we will go
 " along with the Sepoys; and that they were accordingly following behind the Sepoys when they
 " were shot: And this Witness being asked, whether the People who had thus assembled from
 " the Village had any Arms with them? he answers, certainly; they were the People of the Vil-
 " lage, why should not they have Arms with them? When to all this is added the Evidence on
 " Oath of Fauge Khan, the Chuprassy, who was an Eye-witness of the Attack of the Zemin-
 " dar's People on the Sepoys, what Doubt can there remain of the Truth of the Sepoys
 " Declaration to the same Effect; the more especially as is to be remarked, that this Plea of the
 " Sepoys taking their Friends for their Foes, and thence firing on the innocent Zemindars,
 " is not thought of, pretended, or at all set up by the Two first of them, whose Examinations were
 " taken on the 17th Instant; whence, and from the other concurring Circumstances of the
 " Case, it may be fairly inferred to have been since invented by Seeteram and the other im-
 " prisoned Zemindars last brought up, who have been fully sensible of the Danger they have
 " brought themselves into, and are desirous of warding off as much of the Criminality they have
 " contracted as possible; and yet from the further Evidence delivered by some of the Zemindars on
 " the same Day as Seeteram's, particularly that of Bundoo Roy, it appears plain enough how the
 " Affair happened, as well as that Seeteram was the principal Instigation of all the Mischief that
 " ensued.

" The Resident being on the Whole fully sensible how necessary it is to discourage and punish
 " such Acts, would have the Parties, who so audaciously attacked the Sepoys, brought to an
 " immediate Criminal Trial, were the Sepoys able to point them out, which they declare they
 " are not; besides it is more than probable they are the same as were killed and wounded by the
 " Sepoys Fire, and have therefore already met the Punishment of their personal Demerits: In
 " regard to the Zemindars, the Four who have been last brought up in Confinement, viz. Seeteram,
 " Bundhoo Roy, Gunderp Roy, Serdha Roy, have been confined in the President's Guard since their
 " Arrival on the 24th Instant, and the Three who came first, viz. Soodhun, Diffoo, and Sudha Sing,
 " were also committed on the Day thereafter, as they are all nearly equally concerned in their
 " unjustifiable Conduct, in withholding their Revenue, as well as in their criminal Resistance to,
 " and Attack upon, the Officers and Soldiers of Government; with this Difference, that Seete-
 " ram being looked on as their Head, appears to have had the principal Share in exciting them
 " to their present Misconduct. From a View to the above Circumstances, a Letter of Encourage-
 " ment was written Yesterday to Fring Sehay, desiring him to collect the full Revenue and Due
 " from Kerumeddunpoor, by sequestering all the Grain of the Zemindars thereof, and taking
 " therefrom what just belongs to the Amil's Share, and to send up the remaining refractory Ze-
 " mindars of that Village to Benares.

" A Summons was also Yesterday issued for the Attendance of Syhed Meer Tatchmand, the
 " Person mentioned in the Cuprassies Evidence, recorded in the Proceeding of the 27th Instant.

" Read a Letter from the Raja, of which the following is a Translation:

" Raja to the Resident.

" I have received your Letter of the 28th May, calling on me again for the Answer of Baboo
 " Theopernen Sing. Sir, in respect to the Affair of the Sepoys, I minutely communicated to the
 " said Baboo in like Manner as I had explained to you, verbally, before the Receipt of your Let-
 " ter, and notwithstanding all my Urgency, the said Baboo will not write an Answer according
 " thereto; once that he did write, sundry Parts were quite wide of the Object inquired after,
 " I therefore returned it.

" Ordered, That the Raja be directed again to call on Theorperun Sing for a direct Answer to
 " the Question put to him, and to report what Reply he makes.

" The Resident, taking into Consideration the Situation of the Eight Zemindars of Keremud-
 " dienpoor in Mahomedabad, who have been in Confinement since the 24th of May, on account
 " of their ill Behaviour to the Sepoys, determines on the said Persons agreeing to sign a written
 " Engagement, acknowledging their Fault, and promising to behave better in Time to come, and
 " to pay the Balance of this Year's Revenue, to release them: From which the Resident only
 " excepts Seeteram their Principal, who, as the chief Instigator of the whole Affair, must suffer
 " a larger Confinement and more severe Punishment. The other Seven agreeing to the Terms of
 " the Release, now execute the Paper in Question, and are set at Liberty.

" Read

“ Read the following Translation of a Letter received from the Rajah :

“ To the Resident, from the Rajah, received the 10th June.

“ Three Days ago, Baboo Theoperum Sing represented to me, that he wanted to go to the Bealee, &c. desired Leave to depart. I answered, that without the Orders of the Resident, how could I give him Leave? And desired him to present a Petition relative to his getting Leave, which I would advise you of, and communicate to him your Order. But so far from writing any Representation, he did not even wait my Orders; and I now inclose a Petition or Representation he has written, from which the Particulars will become known to you.

“ Inclosure from the Sheoperum Sing to the Raja.

“ The Situation of the Places under me, particularly in regard to the Zemindars of Bealee, who are negligent in the Payment of the Revenues, and where more or less Half of the settled Revenue is yet to collect, I have repeatedly represented to you; and on the 30th of at Night, a Letter arrived from the Manager there, that unless he went, the Business would be greatly prejudiced. Wherefore, having a View to the Concerns of Government and the Payment of the Revenue, I have set out for the said Pergunnah, and have not been able to have the Honour of again visiting you. I have represented this as being requisite or necessary.

“ A Perwannah is written thereon to Sheoperum Sing, highly disapproving of his leaving Benares without the Raja's Consent; more especially as the Raja is not only his Superior in a public Light, but the Head of his Family: Wherefore he is ordered to apologize to the Raja for this Misconduct, on Pain of the Resident's strongest Displeasure. An Answer is written to the Rajah, informing him of the above Order.

“ Extract from the Proceedings of the 1st of August 1788.

“ Seeteram, the Principal of the Keeremeddienpoor Ryets, is this Day ordered to be released, on entering into similar Engagements as his Brethren did on the 8th of June.

“ True Extracts.

(Signed) “ Jonⁿ Duncan, Resident.

“ Extract from the Proceedings of the Resident of Benares, 1788.

“ Read the following Letter from the Magistrate of Shahabad:

“ To Jonathan Duncan, Esq. Resident at Benares.

“ Sir,

“ Inclose you Copy of a Letter received from Lieutenant Patrick Duncan, together with Copy of a List of the Things he was robbed of. I have recovered the Sum of 240 Rupees, in Part of Lieutenant Duncan's Loss; and Kabubram, Hircarrah, has written Engagements from several People concerned in the Robbery, to pay the Balance; but a Body of Thieves, from Pergunnah Khurried Bullea, forcibly took away the Men who had promised to pay the Remainder due. I therefore send Kabubram, Hircarrah, and a Clafhy of Lieutenant Duncan's to you; and inclose you a Soorut-hall made by Kabubram, pointing out the Mens Names, and their Place of Residence. This Kabubram is an intelligent Man, and will give you every necessary Information to enable you to apprehend and extirpate the Thieves residing in Bullah.

“ Shahabad, the 9th Feb. 1788.

“ I am, &c.

(Signed) “ W. A. Brooke, Magistrate.

Dustack
thereon
granted to
Kabubram to
find out the
Thieves.

“ A Dustack is now granted to Kabubram, the Person abovenamed, stating, That as it appears by his Soorut-hawl, that the Palsbauns (or Watchmen) of Kunchunpoor, in the Pergunnah of Khereed, have denounced Bussunt Gowallah, Chekcowry Gowallah, and Moola, and Juggoo, and Remmen, Inhabitants of Sheopoor; and Soofer Sirdah, and Sinfary, Inhabitants of Dirjinpoor in the Pergunnah of Beluah, to be Night Robbers; he is therefore appointed to proceed with Twelve Sepoys (now ordered to attend him from the Resident's Escort), and to endeavour to apprehend the said Persons, and bring them in for Examination.

18th March.
Report and
Information
brought by
Kewubram of
the Thieves
in Kherud
and Beluak.

“ Kewubram, who was commissioned from Beluah, on the 18th ult. to discover the Thieves mentioned in the Magistrate of Sahabad's Letter recorded on that Day's Proceedings, having returned, and the following Declarations having been received from him, and the Public Peon who accompanied him, the Translations that have been made thereof are here recorded, together with the Declarations of the several Peons whom he has seized and brought in on Suspicion of their being Thieves, and the ultimate Agreement of the Principals among them, as follows.

“ The

“ The Declaration of Kewulram, Hircarrah; dated 3d March.

“ I repaired, with the Sepoys and Chuprassis, to the Village of Durjunpoor in Pergunnah Beluah. We surrounded the House of Sootur Dossad, or Chokeydar, but found no One in the House, though the Furniture remained, and recent Preparations for a Repast appeared ready. Thence I went to the Village of Burwarpoor, to the House of Sootur's Daughter, whom I also seized, as well as the Wife of Rujin, whom I found in the same Place, with one Goldsmith and two Dossads or Chokeydars, whom I also seized and brought to Durjunpoor, where I left the two Women under the Guard of two Sepoys. I then, with the remaining Part of the Sepoys, went to Achulgur; in that Village having seized Hur Laul, a Thief, I brought him to the Village of Phoonchutter. The said Hur Laul declared, that he had deposited 125 Pieces of white Cloth, and two Rupees in Money, with Chitter Sha, in the Village of Sessundah; and two Rupees in Money, and one Sword, with Boodhur, Zemindar, in Pergunnah Beluah. After this I repaired to the Village of Rucky with the Sepoys and the said Hur Laul, where we surrounded the House of Jwol Dossad or Chokeydar; upon which the Bramin, Zemindar of that Place, exclaimed and made a Noise. I went to him and asked, why do you act thus? come along with me, and inform me of the Particulars of your Situation. Upon which I took him to the Place where the Sepoys were stationed; where the said Zemindar declared, that about 12 o'Clock of that Day, Roopchund, having a Cootey or Factory there, led the said Jevooch and his Wife to his own House. After this, the said Zemindar conducted me and the Sepoys to the Saltpetre Factory, at the Door of which a Person named Buleah was seated, but who, upon seeing the Sepoys, went into the Factory House. I followed him, and perceiving some Cloaths under a large Earthen Jar or Tub, I said to the Sepoys that there were Men concealed under the Earthen Jars, and desired them to be seized; upon which the Sepoys having lifted the Jar, took Buleah and two others with him Prisoners, and confined them. I then called for Roopchund, and said to him, that this Zemindar declares that Jwot is Security to you for Seventy Thieves, therefore deliver him up. Roopchund answered, do you remain here, I shall search for Jwot, and I will bring him to you; the said Jwot's Security Papers for the Thieves are in my Possession, and I will give them to you. I staid there two Days, but he did not deliver Jwot's Papers to me. Meanwhile, an Order from the Presence having been issued to order my Return, I, in Conformity thereto, left the Place, and came back with the Sepoys.

“ Q. What is the Reason of the Saltpetre Gomastahs having taken Jevot's Security for Seventy Thieves?

“ A. The said Zemindar declared, that a Hookah belonging to the said Gomastah had been stolen; on this Account the Gomastah seized Bulooah and other Thieves, and upon this the said Jevot became Security for Bulooah and others, to the Number of Seventy Men, to the said Gomastah. During these two Years he has not been able to receive the Price or Value of his Hookah. The said Bulooah, a Thief, declared, that the said Gomastah had taken 1000 Rupees from them, through the Medium of the aforesaid Jwot; let him therefore deliver up the said Jwot, or return the 1000 Rupees. He farther added, that it appears by the Nagree Papers delivered in by Bissen Sing, the Zemindar of the Village of Setoor, and Rung Laul in the Pergunnah Khureed, that the Sum of 1200 Rupees in Money, Two Swords, and One Pair of Shawls, and Twenty Pieces or One Corge of Cloth, were taken from the Thieves by the said Gomastah through the Medium of the said Jwot.

“ Farther Declaration made by Kewul Ram.

“ Whilst I staid in the Village of Durjunpoor, I inquired of sundry Persons what was become of Sootar Dossad, or Chokeydar, who lived there? Two or Three answered, that he was at the Village Two Days ago. The Brother of Mur Mutchus, who is Zelladar here, received some abusive Language from the said Sooter, who reproaching him, said, that he had given him a Hookah, a Sword, and other Articles, and also Salama (or a pecuniary Present), notwithstanding which he did not afford him (Sooter) an Asylum. Having heard this, I sent Girjoo Pandah to the said Murmutchum's Brother, to tell him to send me the Hookah and Sword that Sooter had presented to him. The said Renter answered to Gujn, That he had not received any Sword from Sootur, but that a Hookah had been given to him, which he desired Gujoo to take away: Upon which it was given to me, and I applied it in the Guard. Bissen Sing, and Rungboard, Zemindars in the Village of Sitwar, declared, that the Thieves taken in the Gomastah's Cooley had delivered two Swords to him, one of which had been sold to a Chuproffe Hircarrah, whose Name they knew not, for 42 Rupees.

“ Signed in Nagree, by Kewul Ram, Hircarrah.

“ Ali Buksh Choprassie's Declaration; dated the 3d March 1788.

“ After the Departure of Kewul Ram and the Sepoys from the Camp, I arrived at Durjunpoor, and saw that Two Sepoys, with Articles belonging to the other Sepoys, were stationed there. I inquired where the other Sepoys had repaired to. They (the Two Sepoys) answered, that the

“ other Sepoys had gone in Search of the Thieves. In a few Minutes, Kewul Ram and the Sepoys, with two Women belonging to the Thieves, arrived; upon which, I asked the Sepoys, where are the Thieves? Who answered, That all the Thieves have fled; two Women belonging to them, who had absconded from Durjunpoor, we have taken and brought with us. After this, Kewul Ram said, the Thieves, in Search of whom I repaired hither, have run away; let us stay here Two or Three Days, till my Messenger discovers the Place of their Retreat, and returns here. Some Time afterwards Kewal Ram's Messenger brought Intelligence, that the Son of the Thief Bussunt, and others, being Four or Five Thieves, are in Achulgud. Upon hearing this, I accompanied the Sepoys and Kewal Ram to that Place, and went into every House pointed out to us by Kewal Ram's Messenger; but we did not find any Person except Dossad Roy, whom we seized and brought with us. I have not yet heard him acknowledge any Particular respecting the Thieves or thieving. We then repaired to Mohun Chuprah. God knows whether the said Kewal learnt from the Representation of the said Dossad, or from her own Messenger, or from some one else, that there were Thieves in Ruitty, when he told me we must repair to that Place in Search of them: Whereupon I, Two Sepoys, and Kewulram, arrived at Ruitty about Four Ghurrys before Day-light. Kewulram led us to the House of the Dossad (or Chowkeydar), but we did not find any Person there. Thence we repaired to the Door of the Zemindar's House: The said Zemindar is a Bramin; and when he saw us, he went upon the Chupper of the House, and called out, who are ye that commit nightly Murders? Kewulram answered, we have not come here to seize you, but wish to ask you some Particulars. We are in Search of the Dossad, who is a Thief. Upon this the Bramin replied, my Brother is the Zemin (or Security) of the said Dossad; and all the Dossada-an (or Chokeydars) have, during these Four or Five Days been in the Saltpetre Cootey (or Factory); do you come along with me. Whereupon, when the Day-light came, we accompanied the said Bramin, with One Dossad. When we arrived at Ruitty, perhaps the said Dossads received Intelligence thereof, and concealed themselves under large Jars. When we came to the Door of the said Cootey, Kewulram went in, and we staid at the Door. We heard that he discovered some of the Cloaths of these Dossads under a Jar, upon which Kewulram and Bhozum seized the Thieves, and brought them to us. Then Kewulram applied to the Cootey Gomastah, and said, I have found these Thieves in your House, deliver up to me also Jwot, who is a Thief. He answered, that the said Jwot is not to be found in that Manner; do you stay here, that I may march for him. I have not got his Zemanee (or Security). If I prove successful in my Search for him, I will deliver him up to you according to your Desire; otherwise, how can you procure him from me? After this, although Rowal Ram strongly urged the Gomastah, yet the latter was not able to find said Jwot. Upon this Kewulram said to him, If you like, I will communicate these Particulars to the Resident. Whereupon we brought Bramin, and the said Dossad that accompanied him, and the three other Dossads seized in the Cootey, and one Dossad taken at Achulgur, in all Six Men, to Ruitty; and the Two Women was sent for from Darjenpore. When they arrived, Kewulram having taken Security for both, released them; and one Goldsmith that Kewulram had seized, we brought along with us to Ruitty; and Kewulsum declared, that the said Goldsmith had in this March acknowledged his having purchased two Sheers of Silver from the Thieves. Kuratram also said, that the aforesaid Goldsmith offered him 50 Rupees to be released; and I saw a Hookah in Kewulram Shovood; I asked him to whom it belonged? He replied, that he brought it from Meer Mutchum's Brother, and it was stolen Property. The People of Ruitty said, that the Thieves were already giving abusive Language to Meer Mutchum's Brother; that he took Bussoms (Fees) and Rishaut (Bribes) from them, notwithstanding which he did not allow them a Place of Refuge or an Alhun. Whereupon I went to the House of Meer Mutchum's Brother, and asked him, how did the Hookah come into your Possession? To which he answered, a Person brought it to me for Sale; I inquired the Price, and the Person replied, that he would ask the Owner, and then inform me; but he never returned. Upon this, being ordered to return to the Presence, I left that Place in Conformity thereto.

“ Kuratram seized Three Men and Two Women, the latter he released upon their giving Security for their Appearance. In Buttypoor, one Bramin, four Dossads; in Achulgur, one Dossad.

“ Moreover, a Hircarrah who was travelling along the Road, but of whom I have no Knowledge or personal Acquaintance, said, that a Chuprassee Peon had purchased a Sword from a Man in the Saltpetre Cootey, for which he had been paid 42 Rupees; and that the said Chuprassee belonged to the Cootey.

“ In Moondah Dah, One Dossad, who is now present, was taken. Kewulsum's Messenger, and Sepoys along with him, went to that Place, seized and brought him with them. But we never heard him acknowledge any Particular respecting the Thieves, &c.

“ Signed in Nagree, by Ale Bukah, Chuprassee.

“ Declaration

" Declaration of Hui Laul Dofs, Inhabitant of Achulgur and Purgunnah Khureed ; dated
" 4th March 1788.

" I am not a Thief, nor have I any Knowledge of thieving, but my elder Brother followed
" that Profession ; he died about Five Years ago. I cultivate the Ground, and pay Revenue to
" the Sirka ; but I know nothing of thieving. Having beat and struck me, said to me, tell
" me whatever your Brother gave to any Person, or put in any Place. I answered, that 125
" Pieces of white Cloth my Brother deposited with Chattah Sah, Inhabitant of Sefendah. It is
" near Three Years since I told them. After this, Kewulram said to me, having disposed of so
" much, tell me what has become of the Remainder ? I replied, that Bhloodun, the Zemindar
" of Anghilah, took two Rupees, and a Sword, which wanted the Handle, from me. On this
" Account, he delivered me also over to the Charge of the Sepoys, to be confined. I pay Revenue
" to the Sircar, and all my Grain is perishing and going to waste.

" Signed by the Mark of Hurlaul Doffad.

" Declaration of Munsha, Goldsmith, Inhabitant of Shucpoor, in Pergunnah Beluah ; dated the
" 4th March 1788.

" Whilst I slept in my own House at Night, Kewulram and the Cerkar's Sepoys, having lifted the
" Latch of my Door, came in to my House and seized me. Kewulram said, I have heard that you
" have taken Ten Seers of Silver ; Bholah Doffad, Inhabitant of the Village of Pundahpoor, has given
" this Information. I answered, I did not take it. Then Bholah Doffad said in my Presence,
" I saw it, you did take it. I replied, it is true that about two Years ago I bought Silver, to
" the Weight of 67 Rupees, from Sepah Doffad, Inhabitant of Pandapoor. I did not know
" whether he was a Doffad (a Chokeydar) or a Thief. To give you 50 Rupees, and release me ;
" and for the Performance of my Offer of 50 Rupees, he (Kewulram) took the Security of
" Sheonaut, a Bramin, an Inhabitant of Shinpoor, to give the Money in Three Kists during fifteen
" Days. The said Bramin went to take Measures to procure the Money ; in the meanwhile they
" departed, and carried me with them in Confinement.

" The Mark of Muma Zeer Gut.

" Declaration of Gunga Doffad, Inhabitant of Kurnah in Pergunnah Beluah ; dated the
" 4th March 1788.

" When Kewulram and the Sircar Sepoys had arrived in the Village, I was employed as a Day
" Labourer. Having heard of their Arrival, I fled. After this, Kewulram and the Sepoys hav-
" ing come to me, said to me, you are not a Thief, nor is your Brother One, why therefore do
" you run away ? whatever you know of the Thieves, and their stolen Goods, inform us of it, and
" you shall be favoured in consequence by the Presence. These Doffadans say you are a Thief,
" why don't you declare the Truth ? I thereupon communicated every Thing I knew in this
" Manner ; that One Year, Sunnat Dofs, and Rumooan Kurnee, and Nurkoo, in all Five Persons,
" Inhabitants of Mondah Dey in Pergunnah Belceah, made a Division amongst themselves of 15
" Rupees each, and of two Silver Collars. It is near Five Years ago since I served Doctor Lloyd
" in Burrumpoor as a Mussaljee ; in that Place I met Dursun Doffad, Inhabitant of Mazupoor
" in Pergunnah Belua, bought Four Seers of Silver from the Eastward.

" The Mark of Gunga Doffad.

" Declaration of Jehangura Doffad, a Mazoor (or Labourer), of the Village of Moondah Deh
" in the Pergunnah of Beluah.

" I went to the Corn Field at Night to guard their Produce. When Kewulram and the Se-
" poys went into the Village, the Dogs barked after them ; when I heard their barking, I left the
" Fields and came to the said Village ; upon which the Sepoys seized me and put me into Con-
" finement. Kewulram said to me, let us know where the Thieves are ? I excused myself, say-
" ing ; I know nothing of the Thieves, I am a Labourer. In this Manner I was confined.

" Declaration, Ootum Doffad, Inhabitant of Ruitty ; dated the 4th March 1788.

" I am a Mendicant Fakeer, and am sustained by the Donations I receive at the different Ha-
" bitations of the People where I reside. I was in the Village, when hearing the News of the
" Search after Thieves, I concealed myself in the Saltpetre Factory. Kewulram and the Sepoys
" having come to the Factory, seized and confined me ? and having beat and assaulted me, asked,
" tell us where the Thieves are ? I answered, I do not know, I live by begging ; but that
" about a Year ago my Brother Turunt Doffad had 10 Rupees taken from him by the Factory
" Gomastah, which I told them of.

" Declaration

“ Declaration of Kunduah Pandah (or Bramin), Inhabitant of the Village of Ruitty ; dated the
“ 4th March 1788.

“ Kewulram and the Sepoys arrived at Ruitty. I and Goodurce Pandah are Brothers, but live in
“ separate Houses. Kewulram said to me, where is Goodurce Pandah ? I answered, that hav-
“ ing heard the News of your coming here, he had fled. Kewulram replied, that Goodurce Pan-
“ dah is Security for the Thieves to the Factory Gomastah ; do you produce him, or let us know
“ when he has given any Money, or placed any. Upon this I said, it comes within my Know-
“ ledge, that on Account of Dookuree Doffad and he was 100 Rupees ; and on Account the
“ Doffad of Bhoor, 80 Rupees ; and on Account of the Doffad of Achulgur, 60 Rupees ; and
“ on Account of Jwot Doffwad of Ruitty, 60 Rupees ; for whom my Brother became Security,
“ in all amounting to 300 Rupees, has been given to the Factory Gomastah : I know no-
“ thing of other Matters. On this Account I was pointed out by the Kewulram, and confined
“ by the Sepoys.

“ The Mark of Kunduah Pandah.

“ Declaration of Soojuraeah Doffad, Inhabitant of Ruitty in Pergunnah Khureed ; dated the
“ 4th of March 1788.

“ When Kewulram with the Sirkar's Sepoys arrived in Ruitty, I received News of the same,
“ and fled from my House, and concealed myself in the Saltpetre Factory. Kewulram and the
“ Sepoys having come to the Factory, seized me ; did you give any Master to the Factory Go-
“ mastah on Account of the stolen Goods, or no ? I answered, that he had taken 19 Rupees from
“ me by Force. On this Account I was imprisoned, and delivered over to the Charge of the Sepoys.

“ Signed by the Mark of Soogurnah.

“ Declaration of Kodun Doffad, Inhabitant of the Village of Orahah, near Ruitty, in Pergunnah
“ Khereed ; dated the 4th March 1788.

“ I always follow the Occupation of a Labourer, and live in the Village. Kewulram and the
“ Sirkar's Sepoys repaired there in Search of Thieves ; I and a Roy were sleeping in a Grain
“ Kiln before their Arrival : Kewulram, having lighted a Muffal (or Flambeau), searched every
“ House, seized and confined me.

“ The Mark of Kedun Doffad,

“ Declaration of Bholah Doffad, Inhabitant of Pondapoor in Pergunnah Beluah ; dated the
“ 4th March 1788.

“ Kewulram and the Sepoys having come into my House, seized my Wife and Children, and were
“ taking them away, when I, returning from Durjunpoor, met with them on the Road ; and they
“ confined me, and released my Children. Kewulram asked me, where was the Silver of last
“ Year disposed of ? I answered, Munfah, Goldsmith, bought the Weight of 67 Rupees Silver
“ from me. On this Account they confined me.

“ The Declaration of Bulooah Doffad, Inhabitant of Gah Gaut in the Pergunnah of Khereed ;
“ dated the 4th March 1788.

“ The Day that Kewulram was going along, near my Habitation, with the Sepoys sent by the
“ Sirkar in Search of the Thieves, I received Intelligence of their Arrival for that Purpose ; I
“ thereupon fled and concealed myself in the Saltpetre Factory. Kewulram and the Sepoys
“ having come into the Cootey (or Factory), seized me, and asked me, art thou a Thief ? To
“ which I replied, that I was not a Camp Thief that I should rob the Pulteen (or Regiment), but
“ only thieved for my own Livelihood. Upon this, Kewulram said, let me know where the
“ Thieves are, that they may be taken. To this I replied, the Camp Thieves I will point out,
“ that they may be taken. On this Account he delivered me to the Sepoys, who put me in the
“ Guard.

“ The Mark of Noul Doffad.

“ We Bulook, Hur Laul, and Gunga, &c. Watchmen, Inhabitants of Buluah and Kherud :

“ Whereas Goods to the Amount of 601 Rupees, belonging to Lieutenant Duncan, were robbed
“ with our Party, and that we are in Confinement on that Account ; we therefore, being from
“ our Privy helpless, do promise that if we are set at Liberty, we will pay to the said Lieutenant
“ Duncan, on our Arrival in the Pergunnah, the said Sum of 601 Rupees. If we make any Eva-
“ sion in this Respect, we will again be punished.

“ 2d Jemady Istary, or the 10th March 1788.

“ Witnesses.

(Signed) “ Munfaram, Goldsmith.
“ Hurdecab Pandeh.

(Signed) “ Bulook,
“ Hur Laul, and
“ Gunga, &c. Watchmen.

“ In

" In consequence of the last-recorded Acknowledgement given by the Thieves since their Arrival with the Resident, Kewul Ram is sent back with the Prisoners into the Mofuffil, with a Guard of Sepoys, and the following Pergunnah :

" Duffuck. To Kewul Ram.

" Whereas Bulook, &c. Watchmen, have agreed to pay 601 Rupees for the Value of the Goods stolen from Lieutenant Duncan, you are therefore appointed to proceed with Bulooah, &c. and are to carry them to whatever Place they prefer to pay the said Amount at ; which, when received, you are to transmit to Mr. Brooke ; and you are then to come back with Bulooah, &c. to the Presence, together with such other Thieves as you may discover.

Kewulram sent back with Instructions.

" Dated the 18th March 1788.

" Summonses are ordered to be prepared and issued for the Attendance of the Brother of Meer Mutchen ; and for that of Roop Chund, the Factory Gomastah ; and of the Brother of the Bramin, Zemindar of Ruitte ; and of Chetter Sha, of Setoondah ; and Boodhun, the Zemindar of Beluah ; who appear, from the above-recorded Declaration, to have been concerned in the Robberies in question. A Perwannah is also to be written to Kulb Ali Khan, the Amil of the Pergunnahs of Khereed and Beluah, that he may cause the three last-mentioned Persons to be delivered up as required.

Other Persons summoned.

" Read the following Translation of a Petition from Sunker Beparry :

" Translation of the Petition of Shunkergee Byparry, an Inhabitant of Chatta in the Pergunnah of Boleah.

12th April. Petition from Shunkar Beparry of Beluah.

" In 1182 Fuffilee, Hole and Hur Loll, and Balooah, and Bidgoo, Chokydars, having through me sold 32 Pieces of coarse Cloth, they got 48 Rupees from me. In the Year 1190 Fuffilee, Hurbun Sing, a Havilar, and Khier Ulla, and other Hircarrahs belonging to Major Eton, Commandant at Buxar, were sent to find out Thieves in the said Pergunnahs ; and unreasonably, on plea of the former Cloth, took away 30 Rupees on Account of the above-mentioned Cloths, and gave me a Ferkhetty. And in 1192, Fuffilee Hole, One of the Four above-mentioned Chokeydars, came with Four English Sepoys, and surrounded my House, and having frightened me, took away 28 Rupees, and gave me another Ferkhetty, both of which I am ready to produce. I borrowed the Money to preserve my Life and Honour. Now Kabelram, an Hircarra from the Presence, requires 50 Rupees more on the same Account, and confines my Brother. I am destitute, I am hopeful of Justice.

" A true Translation. . .

(Signed) " P. Treves, Junior Assistant.

" A Copy of the Original of the above is sent to Kewulram, to answer the Charge of Extortion contained in it, as follows :

Referred to Kewulram.

" Translation of a Perwannah to Kewulram.

" Sunker Beoparry, Inhabitant of Chatta in the Pergunnah of Buleah, has presented a Petition, setting forth, That you have taken from this Representant the Sum of 28 Rupees, and that you demand 50 Rupees more, and have put his Brothers into Confinement. This appears merely Oppression on your Part. Wherefore it is written, that you are to assign the Cause of taking the said Sum, and of confining his Brothers, and of demanding the farther Sum of 50 Rupees, and what Kind of Theft he has been ascertained to be guilty of. A Copy of the Petition of the Complainant goes inclosed ; you are to state the Particulars thereof fully, and send the same to the Huzoor, that the Purport of the Case may be understood.

" Dated the 12th April 1788.

" Read the following Letter from Kewulram.

" Translation of a Letter from Kewulram.

" Having taken my Leave, I arrived in One Week at Mathwara in the Talook of Khereed ; I have here halted. I have in the Business of the Doffads called Belooah, &c. on Account of the stolen Goods to the Amount of 600 Rupees, made an Agreement to receive 400 Rupees thereof by the End of Cheyte, and have taken a Bond for the same from Howry Parch and Kunneya Parch, Zemindars of the Village of Owdah in the Talooka of Kereed. If it please God the said Amount will be recovered within the Time ; and as to the Rupees, 200 remaining, in Three or Four Days they will also be provided for. In respect to the tracing out of other Thieves, which you were pleased to point out, I have made Prisoner One Thief of the Village of Bohora, who says, that Four or Five Thieves joining together are under the Protection of the Zemindars of that Quarter, and will be difficult to apprehend ; I am Night and Day endeavouring to trace them, Sir, in this Place there are many Thieves who live under the Protection

16th April. Letter from Kewulram.

“ rection of the Zemindars ; wherefore I represent to you, that an Order be issued by you to the
 “ Amil and Zemindars of Khereed and Belwah, not to oppose or obstruct the Search for Thieves,
 “ but to be aiding therein by confining the Thieves and recovering the stolen Property.

“ I have also traced the Cloth that was stolen from Patna ; the Person who gave me this Infor-
 “ mation is here, and is ready to prove what he says on the Purchasers of the stolen Cloth in the
 “ Hands of such Buyers ; I will attend to whatever you direct on this Subject.

“ Answer.—An Answer is written approving of his Proceedings, and inclosing Orders to the
 “ Amil to assist him in the Discovery of the Thieves ; but requiring him to use the greatest Cau-
 “ tion so as not wantonly to seize on innocent Persons in Plea of their being Thieves, but only
 “ to proceed upon a strong Suspicion or Proof ; and that if in this Manner he can discover those
 “ who robbed the Factory at Patna, or recover the Goods, or any Part of them, his Conduct will
 “ be approved of, but not otherwise ; he being on the contrary informed, that he will be exam-
 “ plarily punished if he act in any Respect improperly, as will appear at large by the undermen-
 “ tioned Translation of the Perwannah now sent.

“ Answer to Kewulram.

“ I have received your Letter :—As to what you represent out of the 600 Rupees you have taken
 “ Security for 400, and that the remaining 200 Rupees will be settled in Four Days, I understand ;
 “ and as to the Thieves who remain with the Zemindars of Baluah and Khereed, according to
 “ your Request a Perwannah is sent to the Amils enclosed, which you will Cause to be delivered to
 “ them : You must take Care that, merely on the Information of interested People, you do not in-
 “ jure or prejudice the Ryots and Labourers. Whenever you are yourself certain that there are
 “ Thieves, and prove the same, you are to examine the Matter well, and in Conjunction with the
 “ Amil to apprehend them. With regard to the Cloth stolen from Patna, and of which you have
 “ got Notice, you are to understand and enquire into the Matter perfectly, and are not, without
 “ Cause or Reason, on the Information of any one, to seize on any creditable Person or on the
 “ Ryots. When you for certain know that you can prove the Matter on any one, that Person you
 “ are to apprehend ; but take special Care that no one suffer needless Trouble or Prejudice from
 “ you. If, upon the Thieves you bring, you shall here to my Satisfaction establish the Theft, I
 “ shall be pleased with you ; but if you, without Cause, from Views of your own Interest on the
 “ Tales of interested People, bring Suspicion on any one, and apprehend such Person or Per-
 “ sons, and that no Crime shall be proved on such Persons, I shall consider you only as one de-
 “ voted to your own Interest, and, as a wicked Person, bring you to Punishment.

“ Dated 16th April 1788.

“ Perwannahs are issued to the Deputy Farmers or Collectors of Beluah and Khereed accord-
 “ ingly, as per Translation under recorded.

“ Translation.

Orders to the
Amils of
Khereed and
Beluah.

“ To Meer Mulchen, alias Meer Reazul Hufn, Amil of the Pergunnah of Buluah.

“ From the Representation of Kewul Ram, Hircarrah, it appears that there are many Thieves who
 “ live under the Protection of the Zemindars of Beluah ; wherefore it is written that the said Person
 “ will point out to you the Resorts and Habitations of the said Thieves, and advise you thereof ;
 “ and you are to assist the said Person, and seizing the Thieves, to send them to the Huzoor.

“ Dated 12th April 1788.

“ N. B. The same to Mooty Ram and Gobind Ram, Two of the head Farmers, Kul Albi Beg's
 “ Sub-farmers in the adjoining Pergunnah of Khereed.

“ The following Letter is written to Kewulram.

6th May.
Letter to Ke-
wulram, on
the Relief
sent to him,
and requiring
his speedy
Return.

“ Translation of a Perwannah to Kewulram Ram.

“ At this Time the Sepoys with you are relieved by two Nayks and Ten Sepoys ; it
 “ is necessary that the Sepoys and Nayks who have been hitherto stationed with you be sent
 “ back.

“ You are also speedily to finish your Business and come up to Benares.

“ Dated 6th May 1788.

11th May.

“ Read the following Letter from Kewulram.

“ Translation from Kewul Ram.

“ The Proceedings are as follows :—In the Talooka of Jaguir of Moonshree Shereut Ulla
 “ Khan, of which Mohibit Khan is the Collector, the Dewan of the said Khan, named Gunga
 “ Dutt Royt, came to me and set forth the Particulars of the stolen Goods, and the List of the
 “ Thieves

“ Thieves Names who live in the said Jaguir ; upon this I went to the Naib of the Talooka of the said Jaguir. When the Papers of the Representation and List of the Names of the Thieves were given to the said Person, he only shewed his contentious Spirit and Pride by observing, that for Seven Years the Jaquir had belonged to him, but that no one had hitherto come to give Orders in, or to enquire concerning Thefts in his Talooka; and that whenever such as I, Hircarrahs or Sepoys, had come, he had disgraced such Persons and dismissed them. In this Manner he said a great deal, but I gave no Answer, suffering what he said with a View of being able to do the Government's Business; I therefore continued silent. As you have been pleased to order me, that wherever I know for certain that the Government's Views or Concerns are clear and established, and that there are Thieves, I am to apprehend and bring them, I have conformed to the Government's Order, and have not deviated a Hair's Breadth from my said Instructions. As there dwells in the said Talooka a great Number of Thieves, and that many People have received stolen Goods, several Parts of which have appeared to be with the Khan's own Servants, and as Gunga Dutt Koyt says, that in these Seven Years the Sum or Value of Rupees 45,000 has been obtained by thieving, if you are pleased to order me to send the Khan up to you, I will come and prove the Theft. I have nothing else to represent but what is for the good of Government: This Cause I have well understood from the said Koyt, and it is proved and solid, wherefore I have thought it necessary to make this Representation to you; I am hopeful that you will issue an Order for Gunga Dutt and the Khans aforesaid, that having come to the Presence, and having proved and concluded the Business, the Amount of the stolen Property abovementioned may be realized.

“ 3dly, I have to represent that the full Brother of Goodry Pondah, the Security of Belooah Watchmen, has been seized by the Gomastah of the Salt Petre Factory. The said Belooah Pafsbaan or Watchman has provided for the Amount of the Bond, and is attendant on the Gomastah aforesaid, but keeps himself hidden from me. I hope you will order the Gomastah of the said Salt Petre Factory to pay in the Amount of the Bond; 300 Rupees have been collected.

“ Dated the 11th May 1788.

“ N. B. The above lies for Consideration. Kewulram who was sent (as per Proceedings of the 16th April, and other Duties) to discover the Thieves and robbed Goods in Beluah and Khereed, attending, delivers in a Representation, of which the following is a Translation, having himself come up to and being now at Benares.

31st May.
Kewulram's
Report about
the Thieves
in Beluah
and Khereed

“ Translation of a Letter from Kewul Ram.

“ The Instructions to me and Orders to the Amils have been received, and I have attended to the Contents. It first appears that 140 small Diamonds of stolen Goods were found at the House of Manick, a Goldsmith in the Purgunnah of Beulah, from which another Goldsmith named Chuttro brought 26 Butties which he owns. It will be afterwards known who is the Thief: Further, the Cloth that was stolen from a certain Person is proved to be in the Possession of Gunga Dutt, an Inhabitant of the Talook of Mirza, the Jaquir of Sherunt Ulla Khan I have fully enquired, but I cannot charge or proceed against him without an Order from the Presence; One Piece of the abovementioned Cloth has been sold by Sungut a Goldsmith in the Villages of Bufunda. I therefore request that an Order may be sent relative to the above Man, that I may seize him, and after proving the Theft, recover the Value of the stolen Goods. Should an Order not be sent, I request you will summons Gungoe Dutt to the Presence, and enquire into it yourself. My Protector, wherever I understand the stolen Goods are deposited, I have sent for them, and made the People in whose Houses they were found give Security for their Appearance; whatever may be ordered, I am ready to execute.

“ 3dly, The State of raising the 400 Rupees, which I represented to you, is as follows:—Having taken a Hazer Zamin, and the Zamin or Security for the said Sum, from Goodery Panda, Zemindar of the Village of Oda in the Talook of Ruity, and a Kistbundy for a certain Period from Belooah, Dofs and he went in order to provide for the abovementioned Sum. Having taken his Security, I, conformable to Mr. Brooke's Requisition, went to wait on that Gentleman, and having seen him I came back; upon my Return I understood that a Zemindar of Ruity, by the Name of Ram Bux, had advised Goodery to conceal himself. The abovementioned Zemindar Ram Buxth having given 600 Rupees for the Thieves, on Account of the Goods stolen from the Subahdar, he caused them to be released, and took Charge of them himself; and the Cause of the Subahdar is well known to you. Now he does not produce these Thieves, Booluah, &c. to me, but having taken Hazirzamin or Bail from them, he has made them abscond; Bulwa, &c. having joined, are now in the Jungles of Gopaul Nagur, I for want of Force cannot attack them. I have asked Assistance from the Fouzdars or Amils, but they don't attend to what I say. The Particulars of the Complaint of Shunker the Beparry, and the Proceedings thereon, it appears that he (Shunker) took from Belooa 80 Pieces of Cloth, of which he himself confesses 32 Pieces; therefore the Whole is proved on him; I have taken 50 Rupees from him; and as Ram Dofs, the Gomastah to the Cooty of the Salt Petre, is going to the Presence, I

" am hopeful that he may be ordered to cause Juoot to attend, as he before agreed to do, for
 " the Particulars relating to the Diamonds were ascertained from him; what shall I say more?

" A true Translation.

(Signed)

" P. Treves.

" Junior Assistant.

Ram Daufs
dismissed.

" Ram Daufs, the Gomastah of the Factory of the Salt Petre, Contractor in Tuppah Ruity in
 " Purgunnah Khereed, attending according to the Order of the 18th of March, and not being
 " able to account in any satisfactory Manner for the Thieves taking Shelter and hiding themselves
 " in his Cooty, as related by Kewulram;

" Ordered, That the Salt Petre Contractor do not any longer entertain Ram Daufs in his
 " Employ, but commit the Custody of the Factory to some creditable Person entirely uncon-
 " nected with Ram Daufs in a Relationship or otherwise, and the said Contractor is to report the
 " new Agent's Name.

Cafe of Juoot
stealing Dia-
monds at
Moorsheada-
bad.

• Sic in Orig.

" Kewulram being asked what he knows about the Theft of the Diamonds mentioned in his
 " preceding Relation, answers, that he has seized Juoot, and * of the Thieves was stole the said
 " Diamonds some Years ago from Meer Solumaun at Moorsheadabad, the said Juoot being with
 " other Thieves an Inhabitant of Khereed, but carrying his Depredations as far as related by
 " Kewulram as from Calcutta to Cawnpoor. This Juoot is a different Thief from the Man of
 " the same Name whom the abovenamed Ram Daufs engaged to produce.

Juoot sum-
moned.

" Ordered, That Kewulram bring up Joot, and Manick, and Chutroo Goldsmith, Benares, that
 " the Matter may be enquired into.

Gunga Dutt,
and Sungut,
and Goodery,
and Ram
Bukhs.

" Ordered, That in respect to the Cloth Theft, Gunga Dutt and Sungut be summoned. In
 " respect to the Rest of Kewulram's Representation, a Perwannah is written to the Sezawul, who
 " is at present on the Part of the Raja in Khereed, to apprehend Gardery and Ram Bukhs, and
 " commit them to Kewul Ram, that he may bring them up with the other Persons whom he
 " has apprehended; for which Purpose he now returns into the Mofussil, being desired to be
 " expeditious and to return as speedily as possible.

3d July.

" The Resident taking into Consideration the Length of Time Kewulram has been with the
 " Sepoys in the Mofussil, and disapproving of their remaining so long, an Order is now sent to the
 " Sepoys there to come up, bringing with them Kewulram and the Thieves he may have appre-
 " hended.

" Dated the 3d July 1788.

" The above Order is now dispatched into the Mofussil by Bheem Chuprassy.

23d July.
Letter from
Kewulram,
of an Affray
between the
Sepoys with
him and some
Thieves.

" Read the following Letter from Kewulram, sent on the 31st May last into the Mofussil in
 " Search of Thieves, and whose Ruall was dispatched on the 3d Instant.

" From Kewulram.

" The Order for my coming up having arrived, I revered and respected it; and having
 " obeyed the Order I set out from the Place, and having apprehended Ten or Eleven Thieves, I
 " am coming along with them, and am on the Road. If it please God, having got through the
 " Way, I will have the Honour of waiting on you. I have further to represent, that, for
 " the Apprehension of Thieves, Four Sepoys and One Amlidar marched to the Village of
 " Gopaul Nagur: At length the Thieves made a united and sudden Attack, and attacked the
 " Sepoys with Swords; wherefore the said Sepoys fired, and at last One Thief was killed, and
 " another is wounded. 3dly, The Thieves being in Irons cannot walk fast; Two or Three Co's a
 " Day is as far as they can go, and that with Difficulty.

A Letter
thereon to
the Canon-
goes of Khe-
reed.

" A Letter is written to the Canongoes of the Pergunnah of Khereed, with a Copy of the
 " last Part of the above Letter from Kewulram, and an Order to them to enquire into the Par-
 " ticulars of the Attack said to have been made on the Sepoys by the Thieves at Gopaul Nagur,
 " as therein mentioned, and to report thereon the real Circumstances of the Case as they may
 " have happened.

4th August.
Arrival of
Kewulram
and Sepoys
from Khe-
reed; their
Declara-
tions.

" Mohun Sing the Amlidar of the Sepoys, who has returned, as above stated, and the Four
 " Sepoys who went with him on the Occasion of the Affray at Gopaul Nagur, now deliver the
 " following Declarations, which are here translated and entered from the Persian Record thereof,
 " as taken down from the verbal Information of the Amlidar and Sepoys by One of the Public
 " Mohirs.

" Mohun Sing, Amlidar, states in writing as follows:—About Fifteen or Sixteen Days ago, the
 " Gomastah of Kewul, Hircarrah, by Name Gopaul Parch, told me * me, that in Gopaul Nagur
 " there

“ there was about 100 Dekoits, that is, Thieves and Robbers. According to what the Gomastah said, I set out about Midnight from Ruity, together with Biryar Sing, Ram Dum, Kindoo Sing, and Ghend Kan, Sepoys, and Gopal Parch for Gopaul Nagur. Gopaul aforesaid told us to have our Firelocks in Readiness, because there being Dekoits they would attack us, and that he and we would be cut off. I said, it is not now necessary to prepare our Firelocks, but that when we come to the Robbers, if they should assail us we would then prepare our Musquets; he desired us again to prepare them, which we did. In the Morning we arrived at Gopaul Nagur, where we saw that about Seventeen or Eighteen Dekoits were sitting and drinking Liquor; a Dog that was with them seeing us made a Noise, and they seeing us raised a Cry and attacked us with Swords and Spears; Ram Deen Sepoy had a Stroke of a Spear made at him, which he received on his Musquet: We being by their Assault rendered helpless, fired all together at once, by which One of them died of the Wound of a Bullet, and falling remained there, and One was wounded with a Bayonet; and as to the Man whom we have brought along with us, he was between us and them, but I do not know whether he be a Thief or a Robber or not; but those who attacked us with Arms fled to the Jungles, and we have now to produce the Things as undermentioned, which we found there belonging to them:—A Pot—a Goorgore—a Lotah—a Sword—Three Pieces of Selim Cloth—Two Godassies or Spears.

“ Q. Hindoo Sing and Beryar Sing do not, in their Representation, mention the Names of the Articles you say were found there; were they therefore present when you found the Articles in Question?

“ A. The Man whom we have brought up had gone on before with Beryar Sing and Hindoo Sing. I came afterwards with the Things; perhaps they may not have seen them.

“ Ram Deen Sepoy committed to writing the following Declaration:

“ We, at the Desire of Gopaul Parch the Servant of Kewulram, went from Rinty to Gopaul Nagur to apprehend the Dekoits. In the Morning we arrived at the Village; we there saw that in one House there were 17 or 18 People. When we got there a Dog made a Noise; upon which, seeing us, they got up, and all of them attacked us with Swords and Spears. One Spear was struck at Ram Deen, which he received on his Musquet. At that Time we all fired by the Order of the Amlidar: One of them died of a Musquet Bullet; and One being wounded with a Bayonet run away. They run into the Jungle; and he who was shot dead by the Bullet, remained lying there; and he whom we have brought hither, fell into our Hands there, after the Affray, so that I do not know whether he belongs to them or not. The Things we got are as follows:—4 Pieces of White Cloth—2 Spears—1 Sword or Scymetar—1 Tusselah—1 Lotah—1 Goergoore.

“ Hindoo Sing the Sepoy's Relation is exactly to the same Purport as that of Ram Deen in all its Parts, excepting that he only mentions their having found Two Spears and One Sword.

“ Guind Khan Sepoy's Relation is also to the very same Purport in all its Parts; and he also states the Things found in the same Way as Ram Dun.

“ Beryar Sing Sepoy's Relation is exactly to the same Purport; only he says, that when the Thieves or Robbers perceived themselves surrounded by the Sepoys with fixed Bayonets, they (the Thieves) then, with whatever they could lay hold of, and with Swords and Spears, attacked the Sepoys, and that as to the Things found, * who is totally unacquainted therewith.

* Sic in Orig.

“ The Sepoys, whose first Declarations were taken Yesterday, now add the following Particulars:

“ The Amlar Mohun Sing declares as follows:

“ When the Affray happened between us and the Watchmen, we took Two of them Prisoners, besides the One wounded with the Bayonet. Kewul Ram said to them, write a Razeynama, or Deed of Satisfaction, and I will release you. Their Names are,

The Son of Kewrea, named Rodova,
Sejooa,
Meherbaun.

“ These Four People we brought away Prisoners; and as all the Watchmen said to Kewulram, that Kowrea's House was desolate, and that he (Kewulram) should therefore release his Son Rodova, Kewul Ram answered, if he will not complain against me, and will give a Razynama, I will set him at Liberty: And they giving a Razynama accordingly, Kewul Ram set them at Liberty.

“ Ram Deen Sepoy declares, that when the Affray happened, three Persons, viz. Sejooa the Son of the Kowrea, and Meherbaun Dossaud, were made Prisoners and brought to Beluah; and that there, he does not know upon what Agreement, but upon some Ground or other, Kewul Ram took a Razynama from, and released them.

" Hindoo Sing declares to the same Purport as Ram Deen : Guind Khan declares to the same Purport.

Canongoe of
Khereed's
Report there-
on.

" Read the following Translation of the Report this Day received from the Canongoe of Khereed, in Answer to the Order to them on the Subject of the Affray at Gopaul Nagur.

" Translation of the Canongoe of Khereed's Report on the Resident's Order of the 23d July.

" Your Order, requiring me to report on the Subject of the Village of Gopaul Nagur, where the Sepoys of the Prefence had a Dispute on the Occasion of attacking Thieves, together with a Copy of the Arzee of Kewul Ram, have arrived.

" The Case is, that, according to the Command of the said Kewul Ram, the Sepoys came into the Talooka of Riury in Khereed, and halted there; they were carrying on their Business with the Thieves. One Day, having prepared themselves, they went near to Gopaul Nagur, to a Place where there were Four new Houses erected, in One of which these Four Paisbans, or Watchmen, newly settled, who had been there about Three Months, and who were sleeping in their House without Apprehension. From Riury, about Two Cos from the said Place, the Sepoys did in the Night march against them, and the Moment they arrived, having surrounded the Door of the House, they made Three Persons Prisoners: One of these, finding his Opportunity, wanted to run away from the Sepoys; when immediately, by the Time he had got to the Distance of two Coltahs of Lands, One of the Sepoys fired at and killed him; his Wife, taking his Body, burnt herself with it; and One Person is wounded, as the Chuprassy is well acquainted, who returns with this; and we also, having duly understood and ascertained the Matter, have thus represented it to you.

Beechuck
Chuprassy's
Account.

" Beechuck Chuprassy, who carried the Order to the Canongoes of Khereed to enquire into the Circumstances of the Death of the Man as above-mentioned, declares as follows:

" I went to the Canongoe with the Order. He sent Gomastah along with me to Gopaul Nagur. We asked the Neighbours, upon Oath, what they knew of the Quarrel between the Sepoys and these People. They said they knew nothing about it; but that when very early in the Morning they heard the Noise and Crying of the People, they came and saw one Man lying dead; but that they did not see the Sepoys: And that the Milkmen who were tending the Cattle cried out, and said, don't any of you come here; the Sepoys of Government have been here; wherefore they (the Neighbours) said they had returned.

" After that the Man who had been wounded with a Bayonet being sent for and questioned, he answered, that they Four People were asleep when the Sepoys, when about three Ghurries of the Night remained, assailed and seized them; and that One of them, who had a little Opportunity to run away, was shot, so that he died; and that he (this Declarant) had been wounded with a Bayonet: That the Three remaining Persons were then brought in to Beluah to Kewnham, when Kewnham took a Razinama from the Person whose Father had died, and released him and this Declarant, and carried One along with them.

" The Chuprassy farther adds, that when he went to Rewty, the People were bewailing and complaining that they had been harassed out of their Lands by the People of Kewnbram, and that he had plundered and robbed them; and that the Bukauls, or Shopkeepers there, said, that a Woman had come into the Bazar, from whom Kewubram's People had seized and taken away one Neck Ring, a Nose Ring, and one Kurra; and that the Barley of a Zemindar, which had been buried under Ground, had been taken up by the People of Kewulram, and sold in the Bazar; and that when the Zemindar intended to set out to complain, they returned his Property; and that * this much he had there heard.

* See in Orig.

Discovery of
Joint Declara-
tion made by
Three of the
Sepoys that
were in Khe-
reed.

" On this Day, before having intimated to the Resident, thro' Imaun Bukhsh his head Jemadar or Nazir of the Peons, that if they were admitted to speak separately and personally to the Resident, they would disclose the real Truth concerning the Affray at Gopaul Nagur; the Resident accordingly sent for them this Morning, when they verbally declared to him, that the People they seized at Gopaul Nagur were only Four; and that the Almdar Mohum Sing and Ram Deen Sepoy, had, without Resistance on the Part of those they went to seize, killed One, and wounded the other; and that although they had, on their first Arrival here, given, from a Consideration, to Mohun Sing their Commander, their written Declarations, corroborative of the said Mohun Sing's Story, yet that they were now ready to declare what they would stand and swear to, which they declared they would not do to their first aforesaid Declarations: One of them also produced a written Naguree Memorandum of the Circumstances of the Transactions, which he declared to have kept by him; in Conformity to which, and to the Truth of the Case, they are desired to go and let the Mohur take down their written Declarations according as they can swear to the Facts, whereupon they committed the same to Writing accordingly, and respectively sign or affix their Marks on the Persian Documents, of which the following is a Translation:

" Translation

“ Translation of the Joint Declaration of Beryar Sing, Hindoo Sing, and Gumd Khan Sepoys.

“ At the House of the Thieves in the Mozah of Gopaul Nagur, in the Pergunnah of Khereed, there are Two Doors, One on the West, the other on the North Side. On the West Side, Mohun Sing Amlidar sent us Three Sepoys, and went himself to the North Door accompanied by Ram Dun Sepoy. We Three Sepoys tied the Hands of Five of the People behind them, the Amlidars, and the other Sepoy aforesaid, following. They of the Five * Prisons in question killed one Man, * Sic in Orig. called Kowra, by a Musquet Ball, and One called Sejooa they wounded, and brought Three on to Beluah. They remained Three Days in the Village of Riuty, whence we brought on the Three Prisoners to Kewul Ram and Hura Nayk, where we gave the Doay in the Name of the Company to Kewul Ram and Hura Nayk, declaring, that Mohun Sing Havildar, and Ram Dun Sepoy, had killed One Man with a Musquet Shot, and wounded another Man with a Bayonet; all the Prisoners, and Sepoys and Prisoners, came thence to Beluah. Of the Three Prisoners, Kewul Ram released Two, upon some Agreement which we know not the Particulars of, and One he has brought up here a Prisoner. When we went behind the House of the Prisoners, the Havildar in question gave us the Word or Command to prepare our Pieces, and keep them in Readiness; and that, when the People appeared, we should fire. We answered, that when they wounded us we would then fire.

“ Kewulram, who has been confined since Yesterday that he may be forthcoming to answer for his Conduct in this Affray, sends me a written Declaration, of which the following is a Translation : Kewulram's Account.

“ Declaration of Kewul Ram.

“ For the Sum of 200 Rupees, for which Bukhsh, Inhabitant of Riuty, had entered into a Bond, the said Bukhsh took along with him, when I was at Bughy, Four Sepoys and One Chuprassi, and Gopaul Parch my Servant, and halted in the Village of Riuty, and said to his Brothers, and to the Fowjeddar of that Village, whom he assembled, that he had entered into a Bond for 225 Rupees, wherefore he desired they would afford him the Means of making it up. His Brethren, and Phaer Mull Fowjdar, answered, that as he had written a Teep, and as the Thieves remained under his Protection, it was his Business to pay the Amount, they having nothing to say to it. At that Time, Ram Bukhsh speaking to the Amlidar, the latter begun to threaten Phaer Mull, who wrote me a Letter, saying, that they unjustly laid hold of him. I wrote in Reply to the Amlidar to ask him what Business he had with Phaer Mull, and that he should take Ram Bukhsh and come back with him to me; but neither the Amlidar nor Ram Bukhsh came, but sent Phaer Mull, who represented to me that they were unjustly throwing Suspicion and Charges on him. I therefore dispatched Phaer Mull, and took from him a Voucher which I have to produce; and although I wrote repeatedly to the Amlidar, and to Gopaul Panrch, to come away, they would not come. I do not know on what Cause, and why, or on what Date Gopaul Panrch, and the Amlidar and the Sepoys, went to Gopaul Nagur to seize the Watchmen *, nor what they did there. The Amlidar and Gopaul Panrch are alone answer- * Sic in Orig. able on that Account. When the Chuprassi of Government came to recal me, I wrote to the Amlidar and to the Gopaul Panrch to come, and they came to me with Three Prisoners, Two of whom I released, and One has come along with us to this Place.

“ As Gopaul Panrch has disappeared from Benares, the Resident now sends a Peon in Search of him, with a Note to Mr. Brooke at Areeah, where his Family House is, to request that, if he has returned to it, he may be seized and sent up. Gopaul Panrch sent for.

“ The Amlidar Mohun Sing, and all the Sepoys who came up the Day before Yesterday with Kewul Ram, are now sent to Captain Bready their Commanding Officer, and the following Letter is prepared to be transmitted to that Gentleman : Sepoys sent to Captain Bready.

“ To Captain Bready, Commanding at Benares.

“ Sir,

“ Upon a Representation to me from the Magistrate of Shahabad, I some Time ago employed a Man he recommended as very intelligent in the Business, to discover the Haunts, and to apprehend some of the principal of a Nest of Thieves who lurk and have their principal Abode in the remote Pergunnahs of Khereed and Beluah within this Zemindary on the Frontiers thereof, towards his Jurisdiction in the Province of Bahar.

“ Kewulram, the Man thus employed, had stationed with him, as was indispensibly necessary, a small Party of Sepoys, and he did discover and apprehend some Thieves; and having been long, it seems, in the Habit of such Researches, he gave me Reason to believe, that, by prosecuting them for some Time, he might prove (under the minute Precautions prescribed him in his Instructions) highly useful in freeing the Community from the Depredations of the Banditti that are

• See in Orig. " are well known to infest more particularly that Part * the Country, which no effectual legal Operation hitherto extends to repress or deter them from Acts of Robbery or Violence, such as Mr. Brooke had Occasion to represent.

" When your Battalion relieved Captain Grant's, and of Course the Party with Kewulram, I wrote to him by the Person who accompanied your Sepoys, to expedite and complete his Searches, and to return with all possible Dispatch; for although, in Consideration of the Urgency of the Case, and expected Advantage to be derived from his Commission, I had consented to it, yet I continued anxious that he should return as soon as possible from a Situation where I could hardly exert a minute and effectual Controul, for which Purpose I sent to him at length a positive Order of Recall on the 3d ult. on the Receipt of which, Four or Five Days after its Date, he wrote (as he declares) to Mohun Sing, One of the Amlgars of your Battalion, who had been detached at some Distance a few Days before with Four Sepoys, and a Man called Gopaul Parch on the Part of Kewulram, with a View of recovering some stolen Property, the Value of which had been agreed to be there refunded, to rejoin, that they might proceed altogether to Benares.

" When they had thus rejoined, and set out altogether from Beluah with a Number of reputed Thieves, Kewulram wrote me a Letter, of which a Copy is inclosed in the Papers (No. 1.) setting forth, that there had happened between Mohun Sing and his Party aforesaid, an Affray with a Number of Thieves who had attacked the said Party Sword in Hand, and had thereby forced the Sepoys to fire on them in their own Defence, whereby One Man had been killed. On this first Intimation of the Affair, I dispatched an Order to the Canongoes of the Pergunnah, under Date the 23d ultimo, to ascertain and report the real State of the Case; and before his Answer had been received, Kewulram and the Sepoys arriving here on the 4th Instant, I made the latter (that is, the Amlgar and Four Sepoys of his Party) commit to Writing, on the 4th and 5th Instant, the Particulars of the said Affray, in which they all concurred in declaring, that they had been violently attacked by 17 or 18 Dekoits with Swords and Spears, in such a Manner as would, in my Opinion, have fully justified thus firing in their own Defence, as you will observe at large by the accompanying Copy of their written Declarations in the Enclosures, marked No. 2. and 3.

" I had therefore little Doubt of the Truth of the Substance of their Declarations, till I received also, on the 5th Instant, the Report of the Canongoes of Khereed, in which Pergunnah the Affair happened, stating, that in Truth there had been no Resistance; but that the Sepoys having apprehended Four or Five Persons, whom the Canongoe does not even describe as Thieves, and One of those Persons, having attempted to run away, had been shot dead when at the Distance of about two Cottahs from the Sepoys, as per Copies of the said Information, No. 4.

" This Information, and some other corroborating Circumstances of Suspicion leading to doubt the Veracity of the Sepoys Declaration, I desired Imaum Bukhs, my Head Jemadar, to endeavour to find out the Truth among those who had come up; and the next Morning, viz. 6th Instant, he informed me that Three of the Four Sepoys who had been on the Party, were ready to discover the real Truth if I would admit them to a separate personal hearing; which having done, they declared to me, that although they had, when their Declarations of the 4th and 5th were first committed to Writing, in Consideration of Mohun Sing the Amlgar being their Commanding Officer, corroborated his Story, yet it was what they could neither stand nor swear to; for that in Fact Mohun Sing, and the other Sepoy Ram Dun, had wantonly or wilfully killed the Man by a Musquet Bullet, after he had been taken Prisoner and his Hands tied, and was proceeding along with them; and that the said Amlgar and Ram Deen had also wounded another of the Prisoners with a Bayonet in the like Manner (as they verbally declared to me) in cold Blood, and when there was no Resistance, or any Circumstances whatever to constitute or afford even a Colour of Pretence for the said Acts being committed, as Mohun Sing has all along asserted in Self Defence; in which Case alone the Sepoys are, I apprehend, justifiable in making Use of their Arms against the Natives; but from the written Declaration delivered by the said Three Sepoys (whose Names are Benyar Sing, Hindoo Sing, and Guind Khan), it would seem, if Credit can be given to their Affirmation, that Mohun Sing was, at the Period in question, seized with even a Degree of Phrenzy, since he is said to have ordered them from the first to fire upon the People they were going to apprehend, when they should first come in Sight of them; to which the Three Sepoys in question state, that they answered by saying they would only make Use of their Arms when actually assailed by the opposite Party: And they add, that it was by them Three separately that the Four or Five Men in all seized, were without Resistance made Prisoners; and that, after they were marching off with them with their Hands secured, the aforesaid Amlgar and Ram Dun followed or came behind (as the Deposition expresses), and killed and wounded Two of the said Prisoners as above mentioned; all which will appear at large by the accompanying Copy, No. 5. herewith transmitted.

" On this Ground it is my Duty to charge the Amlgar, and the Sepoy Ram Dun, as I now publicly do, with having murdered, in the Manner above described, One Man named Kourea, and wounded another called Sejooa. The Evidence in Support of this Charge are the Three Sepoys above named; in Addition to whom Sejooa and the Son of Kewrea can be produced; and I may perhaps procure others before the Trial can come on, which you may think it proper to cause them to be brought to in the Mode to which they are as Sepoys subject.

" For

" For my own further Satisfaction, in respect to the contradictory Representation of the Sepoys,
 " and with a View to get at the real Truth of the Matter, if possible, for the fuller Information of
 " the Court, should they hereafter require it, I have written to the Company's Opium Agent, now
 " in the Pergunnah of Kheree, and who is a Man I place great Reliance in, to procure further
 " and, if possible, more exact Evidence in this very unaccountable and extraordinary Transaction;
 " and as Gopaul Parch, the Servant of Kewul Ram, at whose Desire it appears to have been that
 " Mohun Sing went with the four Sepoys to apprehend the Party of Men amongst whom this
 " Murder has happened, has, without coming to me, disappeared immediately on his Arrival at
 " Benares, I have sent in Search of him, and have written to Mr. Brooke, the Collector and Ma-
 " gistrate of Shahabad, in whose District he is a Resident, to send him up as soon as possible.

" But whatever may have been Gopaul Parch's Conduct in directing the Sepoys to the Place, I
 " apprehend that, admitting the Evidence of the three Sepoys corroborated by the Report of the
 " Canongoe of Kheree, there can be no sufficient Ground of Justification, or at least none for not
 " bringing Mohun Sing and Ram Dam to a Trial for their Lives, for having killed and wounded
 " two Men, whom the Sepoys of their own Party had, without Resistance, taken Prisoners: And
 " I need not add, that, on the same Admission of the Veracity of the three Sepoys Evidence, the
 " Consciousness of Guilt in the Mind of the Amlidar becomes glaringly apparent from the entirely
 " false Gloss he has endeavoured to put on the Affair, as if he had acted merely in Self Defence,
 " not only in his Declaration when he came up here, but also in this first short Intimation which
 " he wrote to you on the Subject, and which you sent to me on the same Day that I received a si-
 " milar Notice from Kewabram, who is now in Confinement, till his Conduct be more minutely
 " enquired into, and shall be ready to appear at the Trial, if required.

" Benares,
 the 6th August 1788.

" I am, &c.
 (Signed) " Jonⁿ Duncan, Resident.

" P. S. The above Letter has been written on the Circumstances as they have appeared before
 " me. If you have obtained, or shall obtain, any other or farther Lights, tending to clear the Se-
 " poys from the Suspicion of Murder or killing where no Resistance was made to them, or even
 " threatened, it will afford me the greatest Satisfaction; and on satisfactory Information I shall be
 " truly happy to retract the Charge against him.

(Signed) " Jonⁿ Duncan, Resident.

" Read the following Letter from Captain Bradley to Jonathan Duncan, Esq.

" S I R,

" I have this Moment received your Letter of the 6th Instant, with its Enclosures, and shall act
 " as Circumstances require. I can clearly assert that you have been most egregiously misinformed,
 " which I shall evince to you when I reply more fully to your Letter. Thus far I can inform you,
 " that the three Sepoys, who accuse the Naick of the Party, have individually and conjointly, in
 " the most distinct and deliberate Manner, contradicted every Idea of the Man killed ever having
 " been seized before he was fired at.

" Benares,
 the 8th May 1788."

" I am, &c.
 (Signed) " J. Bradley,
 " Captain." §

The Managers for the Commons next stated, That it appeared, from Page 1573 to
 1583 of the printed Minutes, that the Counsel had produced Evidence of the distressed
 Situation of Madras, as a Ground of exacting Money from Cheit Sing in the Years 1780
 and 1781; they would therefore now produce a Letter from Mr. Hastings to Lord
 Macartney of the 23d July 1781, to shew that if it was a Ground of Justification at
 all, there were other Persons upon whom the Demand might more properly be made.

The Counsel for the Defendant objected to the Evidence.

The Managers for the Commons were heard in Answer to the Objection.

The Counsel waived their Objection.

Read, from Book 743 already delivered in, the following Letter from Mr. Hastings
 to Lord Macartney.

" On the River Ganges, near Baugulpore, 23d July 1781.
 " Right Honourable Lord Macartney.

" My Lord,

§ (" In the Letter which I have already had the Honour to address to your Lordship, I expressed my
 " Regret that I had not known of your Appointment in Time, to have furnished you with Expla-
 " nations on some particular Points, of which I expect that an Advantage will have been taken to
 " prejudice your Mind with injurious and dangerous Opinions of the Designs of this Government
 " with

“ with Relation to yours. From the Candour which your Lordship appears to possess, I have no
“ Doubt that I should have found it an easy Point to satisfy you of the Propriety and Fairness of
“ our Acts, and even of their Necessity. But as it has happened you will have taken your Line,
“ and any Thing which I can write upon past Subjects may arrive too late to produce their Effect.
“ I feel the Discouragement of this Reflection, but shall not yield to it, trusting that you will have
“ had the Caution, under whatever Impression, to avoid so decided a Conduct as may disable you
“ from yielding to the Influence of better Information, or (which I rather expect) that you will have
“ once resolved to adopt our Principles, and heartily to support and carry the Measures formed
“ upon them into Effect.

“ Let me premise that our Government has a Weight of Business of its own, already as great as
“ it can sustain, and a Responsibility sufficiently hazardous and delicate in itself to make it dread
“ any Addition to it; and my Lord, I fancy that you have found the Affairs of the Carnatic in a
“ State which could afford little Temptation to us, were we ever so vacant of Employment, to
“ assume a Participation in the Conduct and Events of its Administration. This may serve for a
“ General Proof that it was not from Choice that we have, in any Instance, interfered in the Con-
“ cerns of that Province or of your Presidency. I desire your Lordship to look back on the Transac-
“ tions of the last Twelvemonth, and weigh by your own Judgment the many Things that we
“ have done for the Relief and Preservation of Fort St. George. That which was undeniably
“ good has been accepted as a rightful Claim, the Rest, as I am told, either treated with Derision,
“ or repented as injurious. I allude particularly to the Treaty proposed to the Dutch, a Measure
“ extorted by the Cries of Despair, and judged in the Elation of a sudden Return of Success,
“ and to the Agreement lately concluded with the Nabob Waula Jaw. To this I shall confine the
“ Sequel of this Letter.

“ The Letters from the President and Select Committee of Fort St. George from the Beginning
“ of the War with Hyder, has invariably represented the Resources of the Carnatic as lost beyond
“ all Hope to them, either from the Nabob's Inability to collect them, or his Determination to
“ withhold them. We expressed it as our firm Opinion, that every Rupee of the Carnatic ought
“ to be primarily and exclusively applied to its Defence; that as our Force alone maintained it, we
“ had a Right to demand Assignments of the whole Revenue, and even to take it, if refused. In
“ the mean Time they had made the Demand, and the Nabob had refused it; but the Demand and
“ Refusal were, in One Instance, so mysterious that we could not comprehend the latent Causes
“ of either. The Circars of Ougole, &c. had been assigned to the Nabob's private Creditors, but
“ as they had gained nothing by the Assignment, they proposed to transfer it to the Company, on
“ the Condition that Credit should be given them in the Company's Name for the Receipts, that
“ these might be employed in the mean Time for the Expences of the War. The Committee
“ demanded the Assignment, but took no Notice of the Condition, and the Nabob naturally
“ refused it, because he had already granted it to his Creditors; and with this State of the Case,
“ both Parties referred it to us, the Creditors remonstrating against the Mode in which the Demand
“ was made, as subjecting the Nabob to a Rejection of it, by which all must be Losers; and the
“ Committee stating it as a confirmed Proof of the Nabob's Disaffection.

“ At the same Time the Nabob's Dewan, Asham Cawn, and Mr. Richard Sullivan, arrived in
“ Calcutta, charged with a Special Commission from the Nabob, to conclude a Treaty with this
“ Government, of which the First Condition, and the First apparent Object of their Deputation,
“ was, that we would accept an Assignment of his Revenue, and employ them in the public Ser-
“ vice: And this Condition was not offered for our Benefit, but solicited, as if his Interest alone
“ was likely to be promoted by our Assent to it.

“ This was the Foundation of the Agreement; and as it promised a most seasonable Relief to
“ the Carnatic, which we could not easily afford, having already exhausted both our Resources
“ and Credit in that, and other emergent Occasions of the Company's Affairs, we readily and
“ gladly accepted the Offer, guarding it with such Provisions as appeared to us necessary to prevent
“ its being defeated, or perverted to other Purposes. Your Lordship will not ask why we thought
“ our Intervention on this Occasion necessary, and why we did not rather refer the Accommoda-
“ tion to the Presidency of Fort St. George, which was the regular Instrument of the Company's
“ Participation in the Government of the Carnatic.—But I will suppose the Question.—I might
“ properly answer it by another.—Why did the Company withdraw their Confidence from the
“ same Ministry, to bestow it on your Lordship? And after all, what have we done? For others
“ every Thing; for ourselves nothing; unless it be supposed we rescued the Nabob from the
“ Thralldom, in which he was held by others, to exercise the same lucrative Species of Oppres-
“ sion on him ourselves, an Imputation which I know will be suggested, and the World will be
“ ready to give it Credit; but which I should abhor myself, if I thought that any Man who knew me
“ would admit but with a Moment's Hesitation. Had I known that a Man of your Lordship's
“ Character had been chosen to administer the Affairs of that Government, I believe that I should
“ have persuaded the Nabob to trust his Interest in your Hands, rather than make such a Separa-
“ tion of them from their ancient and more natural Connection; and, from the Moderation of
“ Mr. Wheeler's Disposition, I think he would have agreed with me in that preferable Accommo-
“ dation. But as it has been made an Act of this Government, and its Faith pledged in the
“ most sacred Manner to the Performance of it, it can neither be revoked nor qualified; and I
“ most earnestly conjure your Lordship to give it your firm and hearty Support.

" The principal Articles of this Agreement are the 8th, 10th, 11th, and 12th. On these I shall offer a few Remarks.

" To render the Mode of Collection prescribed in the 8th and 10th Articles effectual, I would recommend that the Commissioners be allowed a Commission, or Porcutage, and a liberal one, upon the Sums which they shall realize ; and no fixed Appointments. It is the Principle which we have lately adopted, and have applied to every great Department of our own Government ; and I will venture to answer for its complete Success, if you will make the Trial of it. If you trust to the Integrity of those whom you charge with the unchecked Receipts of Lacks, and allow them such ostensible Salaries as will afford them the bare Means of Subsistence ; they will make up the Deficiency by secret Perquisites, to which no Man ever yet set due Bounds. The Consequence is inevitable, especially in this remote Quarter of the World where Men must look to a Competency for their latter Days. The Commission will be an Incitement to Exertion, and will be a Tie on the Honor and Fidelity of those who receive it ; for I am persuaded that the Generality of the Company's Servants would be better contented with a moderate but sure Provision by such allowed Means, than to be let loose on an unbounded Scene of Plunder, which must be a Source of perpetual Reproach and Apprehension for the Consequence of Detection. I beg your Lordship to receive this not as a light Recommendation. It is a favourite Doctrine confirmed by many Years Reflection and Experience, although it is but lately that I have had it in my Power to apply it. I believe that the same Sentiments will appear recorded by myself in your Consultations, even at so distant a Period as the Year 1771."

§ [" I can say little upon the Subject of Tanjore ; for I can hardly allow it the Credit of a serious Argument. The Meanness of our first Settlers dignified the Rajah with the Title of King ; and by that Misnomer, if I may call it so, he has acquired all the Prerogatives of Royalty, though the Nabob, his undoubted Sovereign, has been without Scruple treated as a Dependant. If these ridiculous Prejudices are allowed to operate against every Principle of Justice and Policy, and (I must add) of common Sense, it is a Pity that they could not be confined to the Season of Peace and Security. Surely this is not a Time to encourage or yield to the Delusion. The late President and Select Committee informed us, that the Rajah had refused to contribute a Store of Grain to the Subsistence of the Army, for which the President had written to him a Letter expressive of his Displeasure.—This is a Language so remote from my Conception of the actual and absolute Rights of your Government, while it is charged with the intire Defence of the State of which the Rajah of Tanjore is a Member, and of his Dependence, that I scarce offer an Opinion which shall not appear extravagant in the Comparison. In a Word, I think it improper at such a Time to leave the Rajah an Option to with-hold a Grain of his Store, or a Rupee of his Treasury, from the Service of the general State ; and most heartily advise that, while that Service in the present desperate Condition of it lasts, the Whole, with the single Reservation of his own personal Subsistence, be taken out of his Hands, in better Trust for the public Use.—These are my public, not private Sentiments ; and your Lordship is welcome to avail yourself of them in any Manner you please. Most heartily do I wish that they may be conformable to your own."]

§ (" The Nabob's Debt to Individuals is become an Object of too great a Magnitude and Extent to be treated on the Principles on which it might have been proper to judge it in its Commencement, as it is grown into a Kind of National Property, and the Fortunes of so many are concerned in it, that it will force itself upon the Protection of the Public, if some lenient Expedient be not found to put the Claims of the Creditors on some Footing on which they can rely for their Recovery.

" At the same Time, if they are allowed to grow with the yearly Accumulation of the present Interest, or even the Principal to remain at its actual Amount, the manifest Impossibility of its being ever discharged, or even diminished, will be a Discouragement to every Attempt to effect either.

" It was with an equal Regard to these united Considerations that we recommended the Plan of Adjustment and Liquidation, which is described in the 11th Article of the Agreement. Mr. Richard Sullivan, who professed to know the Sentiments of the Creditors, assured me, that instead of repairing the Retrenchments which we have proposed, they would be thankful for the Provision which was left them, having had little Ground to hope for any Payments. I express my Hopes upon this Subject with the greater Confidence of their meeting your Judgment, from a Communication which has been lately made us by Mr. Stephen Sullivan, of a Letter written by his Father to your Lordship, in which he recommends a Plan for the Liquidation of the Nabob's Debt, on exactly the same Principles as that of ours, but differing in the Application only, by the Difference which was rendered necessary by the Alteration made in the State of Affairs since his Letter was written.

" The Reason of the 12th Article is self-evident : It may also appear unnecessary, for surely the past Experience of the Insecurity of the Nabob's Credit would be sufficient of itself to prevent any one hereafter from trusting to it. But this will be forgotten when the Danger is past, and even the Remedy will be a Lure to new Adventurers.

" I shall not make Excuses for the Length of this Letter, it will cost your Lordship less Time to read it than I have spent in writing it, and you will receive it as a Proof of the Value which I set on your Lordship's Concurrence in my Line of thinking by the Pains which I have taken to gain

“ gain it; you will have heard that I have subjected myself to Reproach for the Deficiencies of
“ my private Correspondence, and as much as I wish to avoid that Imputation with your Lordship,
“ I am afraid that Occasions will happen to draw it upon me, and I thus early bespeak your Indul-
“ gence if ever this shall prove the Case. I am at this Time happily furnished with unusual
“ Leisure, and have gratified my own Inclinations, and performed, I hope, not an unacceptable
“ Service to your Lordship in the Employment of it.
“ I beg Leave to conclude this Letter and the general Subject of it, with a Recommendation of
“ Mr. Richard Sullivan to your Protection and Countenance: You will find him deeply and mi-
“ nutely informed in the Nabob's Affairs, of pleasing Manners, and if you shall think it proper
“ to make Use of his Services, possessed of honourable and faithful Principles.
“ I left Calcutta on the 10th Instant, and hope to reach Benares by the Middle of next Month.
“ I shall proceed to Lucnow, and shall expect to return to Calcutta before the End of October, if
“ no very urgent Cause detains me, which I do not apprehend, beyond that Period.
“ I shall continue to write to your Lordship upon other important Subjects. In the mean Time
“ I beg that you will believe me to be with a real Esteem,

“ My Lord,

“ Your most obedient, and most faithful Servant,

(Signed) “ Warren Hastings.” §

The Managers for the Commons stated that they would next produce a Paper read in the Court of Directors on the 4th of November 1783, and then referred by them to the Consideration of the whole Court, and again read in the Court of Directors on the 19th of November 1783, and amended, and ordered by them to be published for the Information of the Proprietors, in order to rebut the Evidence given by the Defendant of the Thanks of the Court of Directors, signified to him on the 28th of June 1785. (a)

The same was objected to by the Counsel for the Defendant.

The Managers for the Commons being heard in Answer to the said Objection, and the Counsel in Reply,

The House adjourned to the Chamber of Parliament.

Die Lunæ, 7^o Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

“ Gentlemen, Managers for the House of Commons, and Gentlemen of Counsel for the Defendant, I am commanded by the House to inform you, that it is not competent for the Managers for the Commons to give in Evidence the Paper read in the Court of Directors on the 4th November 1783, and then referred by them to the Consideration of the Committee of the whole Court; and again read in the Court of Directors on the 19th November 1783, and amended, and ordered by them to be published for the Information of the Proprietors, to rebut the Evidence given by the Defendant of the Thanks of the Court of Directors, signified to him on the 28th June 1785.”—Gentlemen, Managers for the Commons, you may proceed in your Reply.

The Managers for the Commons informed the House they had closed their Evidence, in Reply, upon the First Article of Charge.

The Counsel for the Defendant stated, That although they had been induced, on a former Day, to waive the Benefit of the Testimony of the Marquis Cornwallis, on Account of his Lordship's ill State of Health, yet, as the Managers for the Commons had then consented that his Lordship should be examined at any subsequent Period of Time when his Health should permit, and that was now the Case, they requested the Permission of the House to examine the Marquis on any Day the House should be pleased to appoint.

The Managers for the Commons informed the House they consented to such Examination of the Marquis Cornwallis; and further stated, That as they took it for granted that the Counsel for the Defendant would wish to examine Mr. Larkins, they submitted, whether it would not be proper that he should be summoned to give Evidence on the same Day.

The Counsel for the Defendant stated, They should be ready when any Witness was tendered to be examined to give their Opinion thereon; but that, as to Mr. Larkins, it was not in their Power, or in their Intention, to call him.

The Managers for the Commons said, That, as to its not being in the Power of the Counsel for the Defendant to call Mr. Larkins, they gave their full Consent to his being called by the Counsel for the Defendant.

The Managers for the Commons stated, They should now proceed to offer Evidence in Reply upon the Second Article of Charge, which should either be Evidence in Reply to new Matter offered by the Defendant in his Defence, or Evidence for the Purpose of supplying the Deficiencies where the Counsel for the Defendant had only read detached Passages of the Documents produced by them.

And, First, the Managers for the Commons stated, That it would appear, from Page 1827 of the printed Minutes, that the Counsel for the Defendant had produced a Letter to prove that the late Vizier deposited the Surplus of the Treasures with the Begums, and that the Begums could have had no other Resources than from that Treasure; that they should now produce a Passage from the said Letter, to shew that the Income the Begum had from her Jaghiers would have enabled her to have laid up Six or Seven Lacks of Rupees a Year.

Read, from Book 101, already delivered in, the following Extract of a Consultation of the 25th of January 1776, beginning at Page 69 of the same Book.

Secret Dept.

“ Fort William, the 25th January 1776.

“ At a Council; Present,
The Honourable Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honourable George Monson,
Richard Barwell, } Esqrs.
Philip Francis, }

“ To the Honble. Warren Hastings, Governor General, and Council, &c.

“ Honble. Sir, and Sirs,

“ That she has Jaghiers equal to her Rank in every Respect, is evident from her own Confession to me, in One of her Letters, wherein she says her own Charge amounts to 12,000 Rupees a Month; and her Income is known to be 7 Lacks a Year.

(Signed at the End of the Letter)

“ Camp near Etawa,
3d Jan^y 1776.

“ John Bristow,
Resid^t at the Co^t of Oude.” (a)

The Managers for the Commons stated, That in Page 1833 of the printed Minutes, the Counsel for the Defendant had produced a Part of a Passage from a Consultation of the 3d February 1775, containing the Examination of Mr. Middleton by the Board, to shew that the Begum was in the Habit of using the Great Seal of the Nabob, and therefore they should read the remaining Part of the same Passage, to shew that she had the Seals in her Custody, but never made use of them.

The Counsel for the Defendant stated, That this was the express Purpose for which they produced the Evidence in Question.

Read, from Book 8, already delivered in, the following Extract of a Consultation of the 3d February 1775, beginning at Page 688 of the same Book.

Secret Dept.
Friday.

“ Fort William, the 3d February 1775.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Q. Did he sit in the Durbar as the Nabob's Representative; had he Possession of the Seals; or did he receive any other Marks, which, according to the Usages of that Government, constituted him the declared Heir of the Nabob?

“ A. I believe he did sit in the Durbar, all public Representations were made to him, and the Vizier told me himself, that he was the Person I was to apply to on all public Business during his own Indisposition; I think he had not Possession of the Seals, the Vizier's Wife always kept them, but the public Papers all went to him to be sealed, in the same Manner as to the Vizier; } (“ the Seals were all kept by the Begum, during the Time the Vizier administered his own Affairs;”) } [I know of no other Marks of Authority that he received.] (b)

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
George Monson,
Richard Barwell,
P. Francis.”

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 1833 of the printed Minutes, read a Passage from the Hedaya, to shew the Mahometan Law of Composition, they would add what immediately follows the same Passage.

(a) Vide supra Appendix, N^o XI, Page 16.

(b) Vide Appendix, N^o CCLXVII, Page 1290.

Read, from the 3d Volume of a Book intituled "Translation of the Hedaya," already delivered in, the following Extract, beginning at Page 210 of the same Book.

"Lawyers however have said, that if in such Case a Composition or a Division be made prior to a Discharge of the Debts, it is valid.—Koorokhee, in treating of Partition, observes, that it is not valid, according to a favourable Construction of the Law, but that it is valid in the Principle of Analogy." (a)

The Managers for the Commons stated, That, in the same Page of the printed Minutes, the Counsel for the Defendant had read a single Line from the 4th Volume of the same Book, to shew that a Bequest of more than a Third of the Testator's Property was not valid; they should therefore read another Passage from Page 469 of the same Book.

Read from Volume 4th of the same Book, the following Extract, beginning at Page 469 of the same.

"It is to be observed, however, that although a Will, bequeathing more than a Third of the Testator's Property, be not lawful, yet, if the Heirs, being arrived at the Age of Maturity, should give their Consent to it after the Death of the Testator, it then becomes valid; for the Objection to its Validity is founded merely on a Regard to their Right, and therefore does not operate any longer after they themselves agree to forego such Right." (b)

The Managers for the Commons stated, That the Counsel for the Defendant, in Page 1834 of the printed Minutes, had read another Passage from the same Book, and they wished to add the remaining Part of it.

Read, the following Extract from the same Volume of the same Book, beginning at Page 475 of the same.

"If, however, the Creditors of the Deceased relinquish their Claims, the Bequest is then valid, the Obstacle to it being removed, and the Legatee being supposed to stand in need of his Legacy." (c)

The Managers for the Commons stated, That, in Page 1835 of the printed Minutes, the Counsel for the Defendant had endeavoured to invalidate the Testimony of Mr. Goring respecting the Wealth of the Begum being derived from her Husband, and to shew that she derived it from a Jaghire left by Aliverdi Khan, and as being the Daughter and Heiress of Eritch Khan; and therefore they should shew that Eritch Khan did not die till Five Years after the Time that Mr. Goring saw her, which was while he was alive, and the Jaghires in his own Possession, and applied by him to his own Purposes.

The Counsel for the Defendant informed the House, That the Fact of the Jaghire being in the Possession of Eritch Khan had been proved by them, but that it had been also proved he held it as a Trustee for his Daughter; and therefore they objected to the Evidence.

The Managers for the Commons were heard, in Answer to the said Objection, to state, That though he was named a Trustee, they should prove he received the Money, and made use of it for his own Purposes.

The Counsel for the Defendant waived their Objection.

Read, from Book 257, already delivered in, the following Extract of a Consultation of the 7th July 1780, beginning at Page 670 of the same Book.

"Fort William, the 7th July 1780.

Rev. Dept.
Friday.

"At a Council; Present,

The Honble. Warren Hastings Esquire, Governor General, President;

and

Edward Wheler Esquire.

Mr. Francis indisposed.

"Read the following Letter and Enclosures from the Provincial Council of Patna.

Patna.

(a) Vide Appendix, N° CCCCXVII.

(b) Vide Appendix, N° CCCCXVIII.

(c) Vide Appendix, N° CCCCXIX.

"Honble,

" Honble. Sir, and Sirs,
 " We have to inform you of the Death of Nabob Mahomed Eritch Khan, who held a Jaghire in this Province, amounting to 20,24,222 Daams, valued at R^s 15,558 4 3, according to the original Guzaafht.

(Signed at the End of the Letter)

" William Maxwell, &c. Council." (a)

Read, from a Book 591, already delivered in, the following Extract of a Consultation of the 7th May 1782, beginning at Page 276 of the same Book.

" Fort William, the 7th May 1782.

Rev. Dept.
 Tuesday.

" At a Council; Present,
 The Honble. Warren Hastings, Governor General, President;
 Edward Wheler,
 and
 John Macpherson, } Esquires.

" The Vakeel of Amnah Khonum, being asked what he had to object against this Claim of Omdut ul Nissa, answered, that he objected to it on the Ground of an Akramamah, or Agreement, concluded between the Two Sisters since the Death of their Father, and bearing Date the 7th of Shabaun, in the 22d Year of the Reign, covenanting, that they would divide between each other, in equal Proportions, all the Effects, Household Goods, Houses, Bazars, Gardens, and Jabooks, left by their deceased Father; engaging also to charge themselves with their Father's just Debts in the like Proportions, in which they hereby also agree to divide between them their late Father's Jagheers in Bahar and Jessore, &c. upon their being released and left to the Pleasure of the present Nabob Mobareck ul Dowlah, to settle on each, or either of them, in such Proportions as he might think fit, the Monthly Allowance which their late Father had been accustomed to receive from the Nizamut.

" The Vakeel of Omdut ul Nissa being asked, whether he acknowledged this Akramamah, answered in the Affirmative; but represented that the Clause inserted in it relative to the equal Distribution of the Jagheers, had, from the first Time of his Constituents coming to the Knowledge of it, been always objected to, as far as regarded the Jagheer in Jessore; in Proof of which he referred to the Evidence of Mirza Asud Ali Khan, Uncle on the Mother's Side to both the Sisters, who has, in consequence, delivered in under his Signature, a written Declaration, signifying, that there existing, between the Sisters, after their Father's Death, great Contention in respect to the Succession, and the Debts that were due, &c. he had, with a View of conciliating their Interest, agreed to act on the Part of Omdut ul Nissa, so far as to divide, in Conjunction with Mirza Jaffier, who acted on the Part of Amnah Khanum, the several Parts of their Inheritance, and that not being apprized, at the Time of making the Distribution, of Omdut ul Nissa possessing any separate or exclusive Title to the Jagheer in Jessore, he had therefore included it in the Akramamah, among all the other Articles which were to be divided equally between the Two Sisters, and that, having thus completed the Distribution, and drawn up the Akramamah, he sent it by the Chief Eunuch to have the Seal of Omdut ul Nissa affixed to it, which was done accordingly; but that happening himself to converse with Omdut ul Nissa, some Days after her Part of the Agreement had been thus executed and delivered to her Sister, and having on that Occasion read over and explained to her the Contents of the Deed in Question, she thereupon strongly objected against his having included in the Agreement the Jagheer of Jessore, asserting, that she possessed an exclusive Title to it by Writings which she had to exhibit; whereupon he answered, that this was a Circumstance of which he was unapprized at the Time of concluding the Compromise between her and her Sister, but that she might still obtain Redress, by exhibiting her Title Deeds to the Magistrate.

" The Authenticity of these Deeds, as now produced by Omdut-ul nissa, is not called in Question by the Vakeel of her Sister Amnah, who rests the Invalidatio of them on the Ground of the subsequent Akramamah; alledging, 1st. That Omdut-ul-nissa should, had she really disapproved of the Clause relative to the Jessore Jagheer, have torn instead of stamping her Seal on the Akramamah; and 2dly. That had she in Fact harboured at that Time, or soon after it, any Objection similar to that which she has now brought forward, she should, and most probably would, have communicated the same to her Sister, which the Vakeel disclaims any Knowledge of her having done. The First of these Objections the Board will perhaps think sufficiently refuted by the Evidence of Asud Ali above recited, which shews that Omdut-ul-nissa being unaware of the Insertion of the Clause to which she now objects at the Time of her executing the Akramamah, could not therefore have then rejected it on that Account; and that she strongly objected to it afterwards, is sworn to by her Chief Eunuch, Ashrut Ali, who deposes, that his Mistress sent to her Sister,

(a) Vide supra Appendix, N^o CCLXXIV, Page 1304.

Annah Khanum, to get back the Akrrnamah on Account of the Mistake in inserting the Subject of the Jeffore Jagheer in it, but that the latter, viz. Annah, refused to deliver it up.

" Khalsa,
the 6th of May 1732.

(Signed)

" Jon^d Duncan,
Pr R^d R. D^t.

(Signed at the End of the Consultation)

" Warren Hastings,
Edward Wheler,
John Macpherfon." (a)

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 1852 of the printed Minutes, produced a Part of a Letter from Colonel Gailiez, to prove, by the Complaints of the Nabob against the Begum, that she was then treating him extremely ill; they should now shew that these Accusations of the Nabob were made, in Fact, to defend himself against a Charge of conspiring the Destruction of the English in Concert with his Mother.

Read, from Book 589, already delivered in, the following Extract of a Consultation of the 20th March 1775, beginning at Page 1524 of the same Book.

" Fort William, 20th March 1775.

" At a Council; Present,

The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Secret Dept.
Monday.

" To the Honble. Warren Hastings, Governor General, &c. Council at Fort William.

[" Honble. Sir, and Sirs,

" Lieutenant Colonel Tottingham, some Days before he left Cawnpore to return with his Detachment to the Brigade, was informed by a Zemindar that there was a Plan formed by the present Nabob, his Mother, and Elich Cawn, to destroy the English Troops at Mindy Gaut, and this was to be put in Execution in a few Days; the Zemindar also informed him that this Intelligence had come from One Mahomed Eead, who resides at Corah, and is related to Elich Cawn. The Zemindar at the same Time desired Lieutenant Colonel Tottingham to conceal his Name, because he should suffer were it known he had made the Discovery. Lieutenant Colonel Tottingham immediately acquainted me with the Circumstance.

" Although I could not believe in such a Story, yet I thought proper to take the Opportunity, when the Nabob was expressing himself to me his Unhappiness in having so many Enemies, to acquaint him I was convinced of it, as I had heard a Report much to his Prejudice, which I doubted not he was innocent of. I then acquainted him of what I had heard; and he immediately, without being disconcerted, or shewing Sign of Alarm, informed me this Report was well known to him, but that he had flattered himself I should not have heard of it; that it was propagated by his Enemies with a View to cause a Breach betwixt him and the English Nation, as they were sensible while he was supported by you, they could not accomplish their Aim; he said he would have informed me of it himself, but was afraid to give me any Cause of Alarm.]

§ (b) " He further told me, that although it would astonish me, yet he must with Regret own, that his Mother is at present his inveterate Enemy; that she has with Elich Cawn urged every Means to distress him, and that the above Story was propagated by them for that Purpose. He would not hesitate, he says, to make an immediate Example of some of these Conspirators, but is anxious to have himself securely fixed in his Dominions, before he takes any Steps of that Nature. Elich Cawn has so long had the Management of his Father's Affairs, that it will require some Time before he can obtain from him a proper Account of his Finances. He is therefore under the Necessity for the present of suffering these Injuries, until he finds himself in a Situation to resent them, without Danger of Commotion or Hurt to His Finances, as Elich Cawn has secretly in his Possession large Sums of his Father's Revenues." §

✍ [" From many Proofs, I am well convinced the Nabob entertains no Thoughts of such an imprudent Attempt, and the Circumstance of Time when this Report must have been first propagated, together with his, as yet, unsettled Situation, confirms me in this Opinion. 1st. This Report was spread within too short a Space of Time after the Vizier's Death to allow the Nabob to have concerted such a Plan; the late Vizier's Temper was so well known, to suppose it was formed previous to his Death. 2^{dly}. The small Body of Troops he has in their Province, rendered it utterly impossible to imagine he would attempt such a Scheme with them. And 3^{dly}. His

(a) Vide supra Appendix, N^o CCLXXV, Page 1306.

(b) Vide supra, Page 1852.

Troops remaining in the Stations as I mentioned in my Address, and where they still continue, make it Part a Doubt with me, that this Report has arose as he has represented it. There is a Circumstance which came immediately under my Observation at Lucknow, which is a very convincing Proof. On his Arrival at that Place, he gave to a large Body of Matchlockmen, called the Najib Pultan, Tuncaws on different Purgunnahs for their Arrears of Pay, and dismissed them, as is usual on such Occasions, with some Months Leave of Absence; and at that Time he informed me, it was his Intention to dismiss that Body of Troops entirely.

"At the Time the above Report was spread, it was said also, that the Nabob's Troops were removing down from the Rohilla Country. On enquiring, I found it to be without Foundation. However, I took an Opportunity to mention to the Nabob, as a Piece of Advice, that at this Juncture he ought to be particularly attentive to that Country, for that, without Doubt, from that Quarter he might expect the First Alarm; that while the English Troops were in the Province of Oude, he needed not to be under any Apprehensions there, and that he ought therefore to continue his Troops in their present Stations. He expressed his Obligations for the Advice, and assured me he would not move any Part of them without my Approbation.

"Elich Cawn set out for Delhi some Days ago. The King had proposed to the Nabob to send Nigut Cawn and Abdula Cawn to settle the Terms on which he would grant the Vizierate; but he declined the Proposal, and ordered Elich Cawn to Delhi, to transact this Business, judging it an happy Expedient to free himself of Elich Cawn at this present Juncture.

"Whatever may be the Case, whether this Report has Foundation or not, it shall be my particular Attention to observe the Views of the Nabob, and the several Powers about, and to take all necessary Precaution to be upon my Guard with the Troops, without giving Cause to the Nabob to think I am distrustful of him.

"I arrived at the Army this Day; and the Nabob has encamped about Two Miles distant from the Brigade. I shall use my Endeavours to search further into this Report, and hope to be able to advise you fully thereof.

"I am, &c.

"Camp at Mindy Gaut,
the 3d March 1775.

(Signed) "P. Galliez.]

(Signed at the End of the Consultation)

"Warren Hastings,

J. Clavering,

George Monson,

Richard Barwell,

P. Francis." (a)

Read, a further Extract from the same Book and same Consultation, beginning at Page 1531 of the same.

"Colonel Monson acquaints the Board, that on Saturday last he received Information from Camp, which he thinks of sufficient Consequence to deserve the Attention of this Board; he therefore takes the Liberty of laying it before them, that they may proceed in such Manner to ascertain the Allegations as they shall think proper.

10 March 20th, 1775.

"Lieutenant Colonel Tottingham was sent above Five Weeks ago with Two Battalions to Cawnpore; sometime after his Arrival One Rajah Deriows Sing, who farms a large District in the Korah Province, came to him and informed him that a Conspiracy was set on Foot in the Court of the young Nabob for cutting off the English Brigade; and that the Manner proposed to carry the Design into Execution was, The Marattas were to be invited to cross the Ganges at Ramgaut, and attack the late conquered Country of the Rohillas; that the Nabob himself would come and join our Camp with a large Part of his Army, and remain there till he should receive the News of the Maratta Invasion, when he would require the Assistance of our Brigade to march with him to drive them out; that if his Request was complied with, the Brigade would, by his marching in the Rear, be put between the Two Armies; our Supplies of all Kinds, when we drew near the Enemy, be cut off; and then we should be attacked both in Front and Rear. Being questioned by the Colonel how he came to the Knowledge of what he now related, Deriow Sing proceeded, and said, The Curwall of Korah and Ellibz Cawn, the Nabob's Dewan, keeps Two Sisters; thus the latter had wrote to the Curwall upon the Subject, disclosing the Plot and Manner of its Execution; and that the Curwall had communicated the same to him in Confidence, adding, that his Obligations to the English were such as would not permit him to keep their impending Danger a Secret.

"Colonel Tottingham, astonished at what he heard, desired the Rajah to consider of the infallible Ruin that must necessarily follow himself and Family, if what he now affirmed should prove a

* See in Orig.

Falschood of his own Invention, which he must be sensible would soon be discovered *

replied, that he knew very well the Predicament in which he stood, but that he was clear in what he had related; that he was determined to hazard all upon the Information he had given, and declared he would stand or fall by the English. The Colonel then desired him to withdraw, and be ready at a Call; then summoned the Two Captains which were with him—laid his Intelligence before them, and produced the Rajah—when he again repeated his Information, and persisted in every Circumstance. Being questioned as to the Reasons for this extraordinary Proceeding on the Part of the Nabob, he laid that the Reason assigned for it was, Colonel Galliez compelling the Nabob to displace the new Minister he had made, and to restore Ellich Cawn to that Office; but that particular Offence was taken at the Manner of doing it, for that the Colonel had carried the new Delwar to be brought to the Durbar, and there, in Presence of the Nabob himself, Ellich Cawn, and many others of the Court, obliged him to put off his Khilaut or Drels with which he had been invested by the Nabob, and throw it on the Floor, the most humiliating Disgrace ever inflicted upon any Servant by the Eastern Princes; that thereupon the young Nabob flew to his Mother, and with a Flood of Tears informed her of the Indignity which had been put upon him, vowing that if some Method of Revenge was not hit upon he would poison himself, for that he neither could or would survive it.

The Begum instantly fired, and decreed the Death of Ellich Cawn; but of this he presently receives Intelligence—repairs to the Palace—throws himself at the Feet of his Mother, and with Assurances of inviolable Attachment and Fidelity, and the most pressing Offers of Service, he soon soothed the Begum and her Son, who were perfectly reconciled upon his planning the Destruction of our Brigade in the Manner already related. Here the Rajah concluded his Information, and the Colonel dispatched instantly an Account of it to Colonel Galliez at Lucknow. A Day or Two after he received Orders to return to Camp with his Detachment.

Rajah Deriow Sing only remained behind to secure his Family and Effects, and is now in our Camp.

"I have seen the Man, and he appears to me to be neither a Fool or Lunatic: The Story he relates we own is almost incredible, yet we know that all Conspiracies are in their Nature dark and intricate, and have generally succeeded by their being unexpected. Appearances are against the Nabob, for the Troops stationed at Berelli are withdrawn and on their March towards us. Ellich Cawn is gone to Delhi. We have certain Accounts that the Marrattas, at the Invitation of the King, are in full March towards that Capital.

"The Nabob is arrived in our Camp with Colonel Galliez, accompanied by Ten Battalions, a large Body of Horse, and Forty Pieces of Cannon, Four of which are Eighteen Pounders delivered to his Father by us last Year at Bessouly; and he has taken up his Ground in our Rear, between us and the River. I have rode through and through his Camp, which he has formed into a Half Moon, the Two Horns touching the Waters Edge, and the Circle fronting our Rear. (a)

Read, a further Extract from the same Consultation, beginning at Page 1338 of the same.

"The Governor General thinks it necessary to declare his particular Opinion on the Report before the Board; approving entirely of the Measures resolved on; he therefore delivers it as follows:

"With respect to the Conspiracy, although the Character of the new Nabob might justify any Suspicions of him, yet I cannot conceive, that even with the greatest Depravity of Mind he could form a Design of this Kind, from which he could not possibly reap the smallest Advantage, and which, if detected or unsuccessful, must be his certain Ruin." (b)

Read, a further Extract from the same Consultation, beginning at Page 1339 of the same.

"Honble. Sir, and Sirs,

"I advised the Honourable Board of my Arrival at this Place on the 4th Instant; since then I received a Letter from her Excellency Buhho Begum, the Widow of the late Vizier, acquainting me that she heard I was appointed to reside with the Nabob on the Part of the Company, and hoped the same Friendship which had subsisted with her Husband would be continued with her Son; that as she no longer reaped any Satisfaction in the Enjoyments of this World, she was desirous of carrying herself the Body of the late Vizier to the Tomb of Hussan and Hossain, near Bussora, there to be interred. She also requested Information of me respecting the best Mode of effecting this Purpose; whether by Land or Water; if the latter, she would trouble me to write to the Honble. Board to beg their Assistance in procuring her a Conveyance.

"I returned for Answer to her Excellency, that as she was famed for her Wisdom and Understanding, I thought her going would give great Affliction to the Inhabitants of this Country, and her Son, who might expect much Assistance in his Government from her good Advice; at the

same Time, I told her, if she persisted in her Intentions, to go by Land was almost impracticable, but I dared to say the Honble. Board would, on timely Notice at the proper Season of the Year, have a Ship and every Necessary prepared to accommodate her Excellency with the utmost Convenience.

" In regard to the Friendship which had subsisted between the Honble. Company and the late Vizier, and the Continuance of it with the present Nabob, I informed her Excellency, that the Part the Company had taken in seating him upon the Musnud, was an Indication of their good Intentions, also my appointing was meant for the Benefit and Convenience of the Nabob equally with those of the Company.

" Her Excellency, upon the Receipt of my Answer, let me know by a verbal Message, that she persisted in her Resolution of going, and therefore particularly requested of me to write the Circumstances to the Honble. Board, and forward a Letter from her on these Subjects to the Governor General, which I have accordingly done.

" I am, &c.

" The 6th March 1775.

(Signed) " John Bristow,
Resident at the Nabob of Oud's Court." (a)

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 1852-3 of the printed Minutes, produced a Passage from a Letter of Mr. Bristow, to shew that the Begums were always actuated by illwill to the Nabob; and that, during the Time when his Affairs were in a State of Distress, they should produce another Passage from the same Letter, to shew that the Begums were not influenced by any such Motives, but that their Discontents were grounded on a very different Foundation.

Read, from Book 7, already delivered in, the following Extract of a Consultation of the 20th April 1775, beginning at Page 1774 of the same Book.

" Fort William, the 20th April 1775.

Secret Dept.
Thursday.

" At a Council; Present,
Lieutenant General John Clavering, President;
The Honble. George Monson,
and
Philip Francis Esquire.

Resident at
the Court of
Owde.

" Received a Letter from the Resident at the Court of Owde, as follows:

" Mindy Gaut, the 2d March 1775.

" To the Honble. Warren Hastings Esquire, Governor General, and the Members of the Honble. Supreme Council at Fort William.

§ (" Notwithstanding the Confidence the Nabob reposes in Murtezeh Cawn, the Begums are much dissatisfied with his Elevation.") §

✍ [" They recommended it to his Excellency to encourage the old Servants of the Government, whose Influence in the Country, and Experience, might have strengthened his own Authority, and seated him firmly on the Musnud. In some Measure too, this may appear consistent with the Interests of the Company, for as Ellie Cawn and the old Ministers have, by frequent Instances within their own Knowledge, experienced the Power of our Government, such Men, I should conceive, are much more likely to pay a Deference to the Company, than a Person who at present can have but a very imperfect Idea of the Degree of Attention which ought to be paid to our Connection with the Nabob."] ✍

(Signed at the End of the Letter)

" John Bristow,
Resident at the Court of the Nabob of Owde.

(And at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
P. Francis." (b)

Read, a further Extract from the same Consultation and same Letter, beginning at Page 1776 of the same, as follows:

" Buhhoo Begum and Nabob Begum, the former the Mother and the latter the Grandmother of the Nabob, have since the Vizier's Death been perpetually at Variance: The Cause is the Par-

(a) Vide Appendix, N° CCLXXXIX, Page 1347.

(b) Vide supra Appendix, N° CCLXVIII, Page 1296.

Salicy Bubbho Begum has shewn towards her own Son, and having encouraged him in harsh Treatment to his Brothers." (a)

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 1853 of the printed Minutes, produced Two Letters from Mr. Bristow, they should now read another Letter from Mr. Bristow, to shew that the Distresses of the Nabob were relieved by the Begum at that Time.

The Counsel for the Defendant objected that they had proved on the Defence that the Begum had at several Times scantily and partially relieved the Nabob, and therefore, unless the Evidence now proposed went to shew other Instances than those already in Proof for the Defendant, or to explain those Instances so already in Proof, it was not admissible on the Reply.

The Managers for the Commons insisted they were entitled to lay the Evidence in Question before the House, being another Letter from Mr. Bristow upon the same Subject, and entered upon the same Consultation as the Two Letters of Mr. Bristow, which the Counsel for the Defendant had already given in Evidence.

The Counsel for the Defendant waived their Objection.

Read, from the same Book, the following Extract of a Consultation of the 22d of May 1775, beginning at Page 2249 of the same Book.

" Fort William, the 22d May 1775.

Secret Dept.
Monday.

" At a Council; Present,
The Honourable Warren Hastings, Governor General, President;
Lieut. General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

" Copy of a Letter from Mr. Bristow to the Nabob Asoph ul Dowla, dated the last of Sufra, 29th April.

" After the usual Form of Address;—

" I sometime ago addressed your Excellency, requesting the Payment of the Money due to the Company, to which you returned for Answer, that you had not any Money with you, but that you had sent Saad Meerza Cawn to Fyzabad, to bring Money from thence, and that on his Return the whole Sum should be discharged.

" I accordingly informed the Council of your Excellency's Promise, and assured them, that immediately on the Arrival of the said Cawn from Fyzabad, I should receive the whole Sum due to the Company. Saad Meer Murtegrur Cawn is now arrived, and I learn from him, that the Company's Money will be paid in Fifteen or Twenty Days. This fills me with the utmost Astonishment, as I cannot contradict the Information which I have already given to the Council, because it is unnecessary for the English Chiefs to write first one Thing and then another. It is impossible to express to your Excellency the strict Injunctions which I continually receive from the Council to collect immediately the Whole of what is due to the Company. I am therefore under the Necessity of representing to your Excellency, that it is not in my Power to make any further Delay in the Collection of this Money.

" It is advisable that your Excellency pay this Money with all possible Expedition. Your Excellency will consider all these Representations which I make to you, as proceeding solely from my Attachment to you, out of Respect to the Friendship subsisting between your Excellency and the English Government, and from the Attachment which I personally bear to you. I have not fully informed you of the Instructions which the Council have given me on this Subject; but I find that I have no other Resource; my Duty to my Employers will lay me under the Necessity of hiding no Part of them from you. (b)

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

(a) Vide supra Appendix, N^o CCLXVIII, Page 1896.
(b) Vide supra Appendix, N^o CCLXXIV, Page 1903.

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 1855-6 of the printed Minutes, read Extracts of Two Letters from Mr. Bristow, they should now shew the Opinion of the Defendant on these Letters.

Read, from Book 11 already delivered in, the following Extract of a Consultation of the 4th July 1775, beginning at Page 672 of the same Book.

“ Fort William, the 24th July 1775.

Secret Dept.
Monday.

“ At a Council ; Present,

The Honble. Warren Hastings, Governor General, President ;

Lieutenant General John Clavering,

The Honble. George Monson,

Richard Barwell, Esquires.

Philip Francis,

The Governor
General's Opin-
ion.

• Sic in Orig.

“ I cannot approve of the proposed Assignment, or crediting the Nabob's Petitions of Inability to pay the small Remainder of his Debt to this Government. There are infinite Risks attending such Grants, even of Lands under the immediate Eye of Government, as has been formerly experienced in Bengal. They may not be realized in Years, and I do not esteem the Nabob's Life of a long Duration. Mr. Bristow should persist in his Demand of ready Money.

(Signed “ W. H.

R. B. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,

J. Clavering,

Geo. Monson,

Rich^d Barwell,

P. Francis.”

The Managers for the Commons stated, That the Counsel for the Defendant, in Page 1857 of the printed Minutes, had read a Letter from Mr. Bristow of the 22d August 1775, and other Letters from the same Person, in the subsequent Pages, to shew that the Distresses of the Nabob were not owing to his own Fault, and therefore that it was unnatural in the Begums not to assist him ; they should therefore proceed to prove the Manner in which those Documents had been garbled, by reading other Passages from Mr. Bristow's Letters ; and, first, they would shew the Nabob's own Conduct the sole Occasion of his Distress.

The Counsel for the Defendant informed the House, They had not produced those Letters to prove the Cause of the Nabob's Distress, but only the Existence of the Fact ; and to shew that at that Time he made the Treaty by which the Begums detained from him Two Millions of Money, though he was in such Distress.

Read, from Book 12, already delivered in, the following Extract of a Consultation of the 14th September 1775, beginning at Page 201 of the same Book.

“ Fort William, the 14th September 1775.

Secret Dept.
Monday.

“ At a Council ; Present,

The Honble. Warren Hastings, Governor General, President ;

Lieutenant General John Clavering,

The Honble. George Monson,

Richard Barwell Esquire.

Mr. Francis indisposed.

“ Received the following Letter and Inclosures from Mr. Bristow.

“ Honble. Sir, and Sirs,

“ In regard to Synder's Invasion, I have not heard any Thing further relative to it, than that he had such a Plan in View. The Nabob thinks, after the War he is already involved in with the Marattas, that it is evidently his Interest to support Nudj Cawn against them, and impede their Progress by any Means in his Power, as they will doubtless make his Country their grand Object. At the same Time, though a Reconciliation between Nudj Cawn and the Nabob is effected, yet I

imagine their Jealousies will not suffer them to continue any longer upon good Terms, than may just serve to promote their mutual Interest.

Signed at the End of the Letter)

" John Bristow,
Resident at the Court of the Nabob of Owde.
(And at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rd. Barwell,
P. Francis." (a)

Read, also, a further Extract from the same Consultation, and same Letter, beginning at Page 202 of the same Book.

"I before informed the Honble. Board, that from the Commencement of the present Troubles, the Nabob had been solicited for his Alliance by all the Powers at War. Abdul Ahut Cawn even has always advised the King to write repeatedly to him, to station a Body of Troops constantly at the Residence, in Hopes of having the Command of them, and by his Excellency's Support, secure himself against Nudjit Cawn. The Nabob only Three Days ago received a Shoka from the King, and a Letter from Abdul Ahut Cawn, Copies of which, N^o 3 and 4, I herewith enclose, and I take the Liberty to inform the Honble. Board, that his Excellency has, in consequence, resolved on sending Lettafut with the Nudjit Regiment, about 5,000 Matchlockmen, and Murtezah Cawn of Baruch a Repaliada of 1,500 Horse, immediately to Delhy. His Excellency did me the Honour, previous to the adopting of this Measure, to ask my Opinion whether the Honble. Board would approve of it. I took the Opportunity of intimating your Commands, in recommending to him, above all Things, to preserve Peace and Tranquillity, to avoid taking any particular Part in the Disputes of his Neighbours, and to attend to the Settlement and good Government of his own Dominions, before he attempted to interfere in foreign Enterprizes. His Excellency told me he was entirely at ease on all these Heads, and should therefore comply with the King's Request of going himself to Delhy, and in the Interim, sending Troops. I hereupon declared to his Excellency the Honble. Board's Resolution of not suffering the Company's Troops to attend him, and further added, that it was an Undertaking of his own, in which the English could not take any Part. His Excellency then asked me, if the Honble. Board would not protect his Dominions. I said, By all Means, such Part of them as were guaranteed by the Treaty, but no further. His Excellency answered, that that was enough; Three of his Souhbars were secured to him without the least Apprehension, the Two others, and foreign Objects, he could himself attend to." (b)

The Managers for the Commons stated, That the Counsel for the Defendant, in Page 1859 of the printed Minutes, had read Two Letters from Mr. Bristow to shew the Flight of Bahceer Cawn as a Proof of the Nabob's Distress, but had omitted a Letter entered on the same Consultation between them, which they should now therefore read, to shew that Bahceer Cawn's Flight was in consequence of the Nabob's having given an Order to murder him.

Read, from the same Book, the following Extract of a Consultation of the 18th of September 1775, beginning at Page 396 of the same Book.

" Fort William, the 18th September 1775.

" At a Council, Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Secret Dept.
Monday.

" Honourable Sir, and Sirs,
" I wrote the Honble. Board Yesterday relative to Bahceer Cawn's Flight, since when the Nabob has dispatched Surut Sing, his Duap, accompanied by Gopal Row, who commands a Body of 1,000 Horse, to superintend the Affairs in the Rohilchund. Bahceer Cawn's sudden Flight was in consequence of an Attempt made to kill or seize him by Belal Mahommed Cawn, who had private Instructions so to do from the Nabob."]

Mr. Bristow.

(a) Vide supra Appendix, N^o CCXCIII, Page 1358.

(b) Vide Appendix, ibid.

The Counsel for the Defendant desired the Remainder of the same Letter might be read.

The same was read accordingly, as follows :

§ (" It seems he was encamped at the Time on the Banks of the Ganges, opposite to Darra Neegur, about Fourteen Cofs from Patnagur, and that Belall Mahomed Cawn availed himself of the Opportunity of a Disturbance fomented by himself amongst some of the Nudjib's Regiment for Arrears of Pay, to execute the Nabob's Orders. Behadur Ally, Basheer Cawn's Naib, went out to quell the Mutineers, but they would not listen to him, and a Party of them drew on him. Having no Suspicion of the real Causes of their Conduct, he had gone out without any Arms, excepting a Dagger by his Side, with which he defended himself, and killed Seven Men before he and a Eunuch with him fell. Basheer Cawn in the Interim, by some Means, obtained Intelligence of the Fate he was likely to meet with, and made his Escape in a Boat, at the very Instant Belall Mahomed Cawn was surrounding his Tent to seize him. By the latest Intelligence, he had taken Refuge in a small Fort, Ten Cofs ~~on~~ the other Side of the Ganges, under the Charge of Golab Sing Gojar a Zemindar, who had presented him with Five thousand Rupees, as mchamany *, being a Token of his receiving him with Hospitality and Attention.

" Lucknow,
3d September 1775.

" I have, &c.
(Signed) John Bristow,
Resident at Owde." (a) §

(Signed at the End of the Consultation)

" Warren Hastings,
J. Claveringa
Geo. Monton,
Rich^d Barwell,
P. Frazer."

The Managers for the Commons stated, That the Counsel for the Defendant, in Page 1859 of the printed Minutes, read Part of another Letter from Mr. Bristow, but had left out a very material Part, which they should now supply, to shew that Mr. Bristow had at that Time actually received 20 Lacks from the Nabob.

Read, a further Extract from the same Consultation, beginning at Page 402 of the same, as follows :

" As Lieutenant Blacker was going to the Presidency with a Detachment of Troops, I requested of Colonel Gailliez to direct him to take the Charge of the Two Lacks of Gyre Shahy Rupees (G. Rupees 2,00,000) now in Mr. Motte's Possession, which he will accordingly do, this Sum will make the whole Amount of Cash received since my Arrival amount to about Twenty Lacks.

" Lucknow,
5th September 1775.

" I have, &c.
(Signed) John Bristow,
Resident at Owde." (b)

The Managers for the Commons stated, That, in Page 1860 of the printed Minutes, the Counsel had also read an Extract of a Letter from the Board to Mr. Bristow, entered on the same Consultation, and omitted Two very material Paragraphs, which they should now therefore produce.

The Counsel for the Defendant desired the Whole of the Remainder of the Letter in question, as far as related to the Subject, might be read, as well as the Two Paragraphs mentioned by the Managers for the Commons.

Read, accordingly, a further Extract from the same Consultation, beginning at Page 405 of the same.

✶ [" We see plainly, that the Distraction of the State of the Nabob of Owde, of which you speak particularly in your last Three Letters, has its Rise solely from the Ambition and self-interested Projects of his Minister and Favourite Murteza Cawn; and we think it necessary to direct you to inform him, that such are our Sentiments of his Conduct, that it is evidently and publicly known he aims at the entire Usurpation of the Nabob's Authority, by the Dismissal of all the confidential and ancient Servants of his deceased Father; that the Forces of the Nabob are disbanded, and added to the Number of his dissatisfied Subjects, for the sake of appointing new Officers to other

(a) Vide supra Appendix, N^o CCXXIV, Page 1364.

(b) Vide Appendix, Ibid.

Troops

Troops raised in their Stead, who shall be his Creatures and Dependants; and the horrid Practices of Treachery and Assassination have been concerted, and openly taking place at a Time when the Nabob receives his immediate Support from the Presence of the English Troops, and these not for the Punishment of Persons afflicted on the Nabob, but for the Removal of Men whose Services might be usefully employed, were they not unfortunately considered by Murteza Cawn as his Rivals. The Support afforded by this Government to the Nabob, if he makes use of Assassination as the Means for his Security, would reflect Reproach and Disgrace upon the Company, yet we cannot, as the Friends and Allies of Asaph ul Dowlah, see his Ruin impending without interposing such Means as may be in our Power to prevent it, believing Murteza Cawn to be the Cause of it. We think it incumbent upon us to make this farther Declaration to him, which we desire you will accordingly make in our Name, that we shall hold him accountable for any evil Consequences that may befall the Nabob from the Mismanagement of his Affairs, because we know that he possesses in the Authority committed to him by the Nabob, the most ample Means of retrieving them; and has Abilities equal to the Trust; if he can resolve to discharge it with Fidelity and Integrity, that on the other Hand, he may rely on our steady Protection and Support, if he will exert himself in restoring the Nabob's Affairs to a State of Prosperity.]

§ (" When you make this Representation to Murteza Cawn, we desire that it may be done in the most private Manner, and you will tell him that it is to him only that you are ordered to make it, and not to intimate to the Nabob, that we entertain the slightest Suspicions of the Conduct of his Minister; and you will yourself outwardly, and in public, profess even the utmost Satisfaction in this Government, with his Conduct in administering the Nabob's Affairs.

" We have just given you the Substance of the Declaration, which we would have you make in our Name to Murteza Cawn; but as you best know the Disposition and Character of the Man, we leave it to you to express our Sentiments to him, in such Terms as shall be most likely to operate effectually upon his Feelings, at the same Time, not to alienate his Attachment from our Government, but to convince him, that his best and most lasting Reliance will be on our Friendship."

§ (" The Points which immediately require his Attention are the Regulation of the Nabob's Finances, and the Reduction of his Expences. How far it may be necessary for this Purpose to disband any Part of his Troops, you, who are on the Spot, must be the best Judge; but certainly no Situation of his Affairs can justify his disbanding his old Troops, and levying new ones; at the same Time such a Measure cannot fail to be productive of Discontent among his People, and unnecessary Expence to himself.)

§ (" If any Measures should occur to you, which, you are clearly satisfied in your own Judgment, would be conducive to the Interest of the Nabob, you will suggest them to Murteza Cawn, and support the Recommendation of them by our Authority.

" You will particularly discourage, by all the Means in your Power, any Resolution of the Nabob to make a Journey to Delhy, both by private Persuasions with Murteza Cawn, and respectful Representations to the Nabob, of the Danger to which his Dominions would be exposed during his Absence, and the heavy Expence attending such a Journey.

" With respect to the Vizarat, which we understand is an Object that he has extremely at Heart, we cannot, in the present low State of his Finances, recommend his disbursing any considerable Sum for obtaining it; but you may acquaint him, that as soon as he shall have been able to place them upon a more regular Footing, we shall be very happy to manifest our Attention to his Wishes, and assist him as far as we can, in any future Negotiation which he may enter into for obtaining this Office" (a)

(At the End of the Letter)

" We are, &c. &c."

(And at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
R. Barwell,
P. Francis."

The Managers for the Commons stated, That the next Head of Evidence to which they should reply, would be that, in Page 186 of the printed Minutes, relative to the actual Distress of the Country arising from a supposed Famine; and they should now prove that no Famine, in point of Fact, existed, but merely an Apprehension of a Famine, in consequence of which, Precautions were taken against it.

Read, from Book 75, already delivered in, the following Extract of a Consultation of the 18th October 1775, beginning at Page 731 of the same Book.

Fort William the 18th October 1775.

Secret Dept.
Wednesday.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President,
Lieut. General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis, }

“ Honble. Sir, and Sirs,

§ (“ I had the Honour to address the Board on the 3d Instant.

“ Since my Address of the 9th Ultimo, the Rains have again failed, and a westerly Wind, as pernicious as the Drought, has prevailed, to the great Detriment of the Heriiff Harveft; the Ruts, on which the principal Dependance is to be laid, will, unless we have a few favourable Showers within the Course of Fifteen Days, in all Probability be much hurt; but this depends a good deal on the falling of the Dews in the cold Weather, which greatly assist the Growth of the India Corn and Wheat.”)

✍ § (“ These are the Grains mostly consumed in this Country, and as they require a small Quantity of Rain in Proportion to Rice, the Crop is less liable to be destroyed; besides the Country is in general well furnished with Wells and Lakes, and the Inhabitants are * hereby enabled to water their Grounds; it is nevertheless at an immense Expence and not effectually, but still sufficient to prevent the dreadful Calamity of a Famine, which would render a like Failure of the periodical Rains in Bengal undoubtedly be the Case.)

§ (“ Nevertheless as it is impossible to determine positively on even probable Events, in an irregular Government where few Precautions are taken, and most Measures dictated by uncertain and unsteady Councils, I humbly submit it to the Consideration of the Honble. Board, whether under such a Government the Consequences may not be equally as bad as if an actual Famine did prevail. I do not speak in this Instance speculatively, but upon positive Facts, which have lately come within my own Knowledge, and which I here beg Leave to state.

“ Notwithstanding the Nabob has repeatedly issued the most positive Orders to all his Officers, not to impede the Supplies of Grain for the Brigade, there is hardly a Follower of the Camp who goes out, though ever so legally authorized to purchase, but what is detained at every Chokey, and exposed to many vexatious Demands: I am sure I have had Twenty Merchants complain to me of their Grain being stopped, and on my applying to his Excellency and his Minister, they immediately had it released, and expressed their Inclination to yield me every Satisfaction”) § [I could wish; but by not having been yet able to seize on the principal Offenders, the Evil still subsists. Colonel Gailliez and I represented the Inconveniencies the Army was exposed by these Irregularities. The Nabob hereupon did issue a general Perwannah, strictly forbidding the like Offences in future, and that no one should be ever forgiven. He has likewise promised to severely punish some Persons who have at this very Time detained a Quantity of Grain; but to correct the Irregularity which has crept into the Government is not a Work to be immediately effected.]

The Counsel for the Defendant desired the Remainder of the same Letter might be read.

The same was accordingly read, as follows :

§ (“ If in Peace Supplies of Grain are provided with such Difficulties, a War will increase them, and under the Scarcity likely to ensue additional Inconveniencies must arise. The Enemy too we are most likely to encounter is, of all other, the Marattas; who, by their Mode of fighting, will have it particularly in their Power to affect the Supplies of the Army. At all Events, considering the unsettled State of the Country, and the Encouragement which may be thereby given to foreign Powers to attack the Nabob, both Colonel Gailliez and I are of Opinion that a Stock of Grain ought to be provided, especially as in all Likelihood no Lots will accrue to the Company. Grain is already rose at least One Third above its usual Value: I suppose it will fall on the gathering of the Crop, and begin to rise again from the Month of March to the Return of the Heruf—which will be a Period about Six Months. Colonel Gailliez's Indent of the Consumption of the Brigade for this Term I herewith enclose; and if I find it necessary I shall apply to the Resident and Raja of Benares to furnish a considerable Proportion of it. Colonel Gailliez recommends Cawnpore for the Magazine; and the Nabob has engaged to supply, through his own Agents, whatever Quantity may be requested of him. I shall, on the Part of the Company, only place a Writer with his Excellency's Agent to give me constant Intelligence, in order to prevent him from neglecting his Duty: And I will also solicit the Nabob to issue the most positive Injunctions to prevent Delays in the Provision.—I hope this Plan is conformable to the Orders of the Honble.

“ Board

" Board of the 20th August. Having furnished Colonel Gailliez with a Copy of them, he will execute such Parts as relates to his Department.

" Every Year that it should not rain at this Season the Rubby Harvest would be considerably damaged; but as a Drought lasted for a long Time at the Beginning of the Season, we have the more to dread now if it fails, as already a Dearness prevails, not from any real Scarcity, but the Apprehension of one; which, with a little wise Management, may in a great Measure be obviated, as the Effects of the Detriment done to the Crop cannot yet be materially felt. Only One Shower will do immense Service; but the Army's being without Supplies is of too serious a Nature to trust to any Chance. I shall therefore think it my Duty to immediately commence upon taking the necessary Precautions.

" Lucknow,
4th October 1775.

(Signed)

" John Bristow." (a)) §

The Managers for the Commons stated, That, in Page 1862 of the printed Minutes, the Counsel for the Defendant having read Three Extracts from a Letter of Mr. Bristow's, the Date of which did not appear, they should read a Paragraph from the Board's Answer to this and other Letters of Mr. Bristow, entered on the same Consultation, in order to shew the Date of the Letter from which the Three Extracts in question had been produced.

Read, from the same Book, the following Extract of a Consultation of the 8th November 1775, beginning at Page 850 of the same Book.

" Fort William, the 8th November 1775.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
The Honble. George Monson,
Philip Francis Esquire.

Secret Dept.
Wednesday.

" To Mr. John Bristow, Resident at the Court of the Nabob of Owde.

" Sir,

" We have received your Letters of the 11th, 16th, 20th, and 26th October.

(At the End of the Letter)

" We are, &c. (b)

" Fort William, 8th November 1775.

(Signed at the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

To shew all Apprehensions of Scarcity at that Time had ceased :

Read, from the same Book, the following Extract of a Consultation of the 20th November 1775, beginning at Page 916 of the same Book.

" Fort William, the 20th November 1775.

" At a Council; Present,
Lieutenant General John Clavering, President;
The Honble. George Monson,
Richard Barwell,
and
Philip Francis,
The Honble. the Governor General absent.

Secret Dept.
Monday.

" Received the following Letters from Mr. Bristow.

" Lucknow, November 3d, 1775.

" To the Honble. Warren Hastings Esquire, Governor General, and the Members of the Honble. Mr. Bristow. Supreme Council at Fort William.

" Honble. Sir, and Sirs,

✶ [" We have lately had some very favourable Showers of Rain, which have given an entire Change to the Appearance of the Country. Grain is considerably cheaper than it was; Wheat in particu-

(a) Vide supra Appendix, N^o CCXCV, Page 1379.

(b) Vide Appendix, N^o CCXCVI, Page 1381.

lar, sold Seven Days ago at this Place at Sixteen and Seventeen Seers a Rupee, and now it sells at Twenty-six Seers. I have stopped the Purchase of Grain until I shall see how the Rubby Harvest turns out; but, I believe, from the best Information I can collect, that the late Rain is come in Time to ensure a tolerable Crop.]

§ ("On my Return to Lucknow, I found the Nabob's Army in greater Confusion than ever.") (a) §

(Signed at the End of the Letter)

"John Bristow,

Resident at the Court of the Nabob of Owde.

(And at the End of the Consultation).

"J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

To supply a Chasm in an Extract from a Letter of Mr. Bristow's of the 7th November 1775, in Page 1868 of the printed Minutes:

Read, from Book 78, already delivered in, the following Extract of a Consultation of the 29th November 1775, beginning at Page 13 of the same Book.

"Fort William, the 29th November 1775.

"At a Council; Present,

The Honourable Warren Hastings, Governor General, President;

Lieut. General John Clavering,

The Honble. George Monson,

Richard Barwell, } Esquires.

Philip Francis,

"Honble. Sir, and Sirs,

"3d, The Insecurity of Property. Men in Power oppress and exact Money from Merchants without any Check, as there is no regular Execution of Justice, and Right is little attended to where an Individual has Force. To establish a Confidence in the Government, is the First Step towards effecting this great Point; but whilst the Government itself looks for One of its principal Funds to causeless Exactions from Individuals, the Evil can never be remedied. In this Matter, I think the Nabob's immediate Object ought to be to reduce his Civil and Military Expences within his Revenue, and thus render these Exactions unnecessary. I know they are frequent and pernicious in the highest Degree, for owing to them many rich Shroffs and Merchants have secreted their Property, and others have fled the Country since the Nabob's Accession. Besides this, it damps that Spirit of Enterprize, so necessary to Trade; the bad Effects of which, must, I conceive, be felt not only in this Country, but in the Company's Provinces; as the advantageous Commerce formerly carried on exists no longer, and hardly an Article of our Merchandize will sell; and as no Nation can rise to any great Extent of Power or Wealth, without a foreign Trade, I imagine it for his Excellency's Advantage, to give every Encouragement to Merchants. I hope by wise Regulations and Steadiness, and Resolution in the Execution of them, that the Nabob will be ultimately able to revive Trade; and as Bengal requires nothing from this Country, but what it exports again to great Advantage, the Company's Dominions will be thereby greatly benefited. (b)

(Signed at the End of the Letter)

"John Bristow, Resident at Owde.

(And at the End of the Consultation)

"Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell,
P. Francis."

To supply another Omission in the Evidence, in Page 1871 of the printed Minutes

(a) Vide *supra* Appendix, N^o CCXCVIII, Page 1384.

(b) Vide *supra* Appendix, N^o CCXCIX, Page 1392.

Read, from the same Book, the following Extract of a Consultation of the 18th December 1775, beginning at Page 356 of the same Book.

" Fort William, the 18th December 1775.

" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
The Honble. George Monson,
Richard Barwell, } Esquires.
Philip Francis,

S. in D. 1775.

✍ " Honble. Sir, and Sirs,
" I am very sorry to have incurred the Displeasure of the Honble. Board, in not having advised them of the Occurrences of which Lieut. Colonel Cummings had given particular Information in consequence of my Applications to him. My not doing it, I hope, will meet with Indulgence, as I was forced to pay constant Attendance on the Nabob; and I deferred writing, because I expected his final Determination, which he daily promised me, and for a long Time put off; and I wished to avoid troubling the Honble. Board with uncertain Intelligence. I also neglected no Part of my Duty on the Spot, but advised the Minister even at Lucknow, according to my Letter of the 3d Instant, to recommend it to the Nabob to dismiss his useless and mutinous Troops, which Measure seems, by present Appearances, to have succeeded beyond Expectation, as the Rest of the Army do now pay the greatest Attention to his Excellency's Orders. Already the Complaints of the Violences the Troops used to commit, are greatly decreased. The * profits Obedience, and by the best Intelligence I can obtain of their Disposition, there seems to be little Doubt, that the Example made by the disbanding Buffum's Corps has every good Effect we could wish. The Battalion which had crossed the River, voluntarily surrendered their Arms the Day before Yesterday to the Nabob.]

* See in Orig.

§ (" Dismission from his Excellency's Service is a severe Punishment. His Sepoys receive " Nine Rupees per Month, besides their Coats, a Livelihood they can hardly acquire by Labour, " or obtain from any other Power. That there was no Command kept up I am not surprised, be- " cause the Nabob did not support the Officers who were ill-treated in attempting to enforce his " Authority. The Commandants represented the Want of Subordination was principally owing to " this Cause, as many of them had been frequently beat, and confined by their own Sepoys, " and no Punishment inflicted on them; on the contrary, Presents have been made to the Muti- " neers. I likewise know of Instances when the Officers appointed by the Nabob have been re- " jected by the Sepoys, and he has in consequence placed Men of their own chusing. In my " humble Opinion, from his Excellency's Disposition the Discipline of his Army will ever revert " to this State, when he may be deprived of the Assistance of the Brigade, and Native Officers " alone command his Battalions.")

✍ [" I have prepared a compleat List of the Nabob's Army, with which I shall trouble the Honble. Board as soon as I can translate it.

" I am very happy to inform the Honble. Board, that the Apprehensions of a Famine are now entirely at an End. I have therefore discontinued the Purchase of Grain, and believe that the whole Sum will not amount to more than Twenty thousand Rupees; but I cannot yet tell for certain.

" I have informed the Nabob, that the Honble. Board had been pleased to approve and confirm the Guarantee of the Treaty between him and the Begum, at which he expressed his Satisfaction.

" Myndy Gaut,
28th Nov. 1775.

" I have the Honour to be, &c.

(Signed) John Bristow.]

(At the End of the Consultation)

" Warren Hastings,
J. Clavering,
Geo. Monson,
Rich^d Barwell." (a)

The Managers for the Commons stated, That the Counsel for the Defendant had, in Page 1898 of the printed Minutes, produced a Letter from Mr. Bristow, of the 16th of October 1775, containing an Account of the Money paid by the Begum for the Nabob; they should therefore proceed to shew, that the Whole of the Debt due from the Nabob to the Company had been liquidated; not admitting, however, that this Debt had any Thing to do with the Question:

Read, a further Extract from the same Consultation, beginning at Page 402 of the same Book.

(a) Vide supra Appendix, N^o CCCI, Page 1397.

“ D ”		Cash in the Hands of the Resident at the Court of the Nabob of Owde.		C ”	
To Amount brought over		—	—	R’ 29,06,079	9 0
		By Amount brought over		—	—
		By Grain, which was intended for the Magazine at Cawnpore, lent to make Purchases at Perokabad		—	—
				50,000	0 0
				26,23,610	3 0
				2,72,469	6 0
		By Balance in Hand		—	—
				R’ 29,06,079	9 0
		Rupees		29,06,079	9 0
“ N. B. Immediate Payment is promised to the following Sums; viz.					
Daily expected from Pyz Ulla Cawn		—	—	—	R’ 1,80,000 0 0
Balance of Chyte Sing’s Rents		—	—	—	41,000 0 0
From the Begum, in consequence of the Company’s being the Guaratee of the Priaty between the Nabob and her; viz. A Deposit in Jewels, in my Hands		—	—	3,31,129 8 0	0 0
Balance due		—	—	5,05,170 8 0	0 0
				8,36,000	0 0
				R’ 10,57,300	0 0
(2693)					

“ Mindighaut, November the 30th, 1775.
(Errors excepted)

To Balance due on Account the Treaty of Benares, as per the accompanying Copy of Colonel Gailliez's Account, dated the 21st of March last	22,26,971	2	3	By Cash received, as per Cash Account, N ^o 1.	—	—	22,26,979	9	0
To a Tunea credited in said Account, refused Payment by Rajah Chyte Sing	6,00,000	0	0						
To Army Subsidy, Balance of last Account, dated 7th June 1775	11,38,913	8	0						
To D ^r from the 30th June last to the 30th November Instant, being Five Months, at 2,60,000 R ^s per Month	13,00,000	0	0	By Balance due	—	—	22,59,051	1	3
Owd Sicca Rupees	52,65,884	10	3	Rupees	—	—	52,65,884	10	3

“ Mindighaut, November the 30th, 1775.
Errors excepted.
(Signed) “ John Bristow,
Resident at the Court of the Nabob of Owde.

1774 Dec. 30th. To Balance of this Date, as per Copy of Mr. N. Middleton's Account with his Excellency the Nabob Sujah ul Dowlah, including the Third Dividend on Account of the Cession of the Provinces of Korah and Allahabad, which becomes due the 7th of September next, amounting to R ^s 15,00,000	41,26,971	2	3	By Cash received of Sujah ul Dowlah, and the present Nabob Aḥṣuf ul Dowlah, at Fyzabad, by Colonel Gailliez	—	—	10,00,000	0	0
				By Cash received at Lucknow and Mindighaut from the Nabob Aḥṣuf ul Dowlah	—	—	3,00,000	0	0
				By a Draft or Order on Chyte Sing of Benares, sent Mr. Thomas Motte, not yet accepted	—	—	6,00,000	0	0
				By Balance due from the Nabob, including the 15,00,000 due the 7th September next	—	—	19,00,000	0	0
Rupees	41,26,971	2	3	Rupees	—	—	22,26,971	2	3

“ Mindighaut, the 21st March 1775.
E. E.
(Signed) “ P. Gailliez.

A true Copy.
“ John Bristow,
Resident at the Court of the Nabob of Owde

(2695)

" Mindighaut, November the 30th, 1775.
 " Received from Mr. John Bristow, Resident at the Court of the Nabob of Owd, from the
 29th Day of April 1775 to November the 1st following; viz.

Bunglow Sonat Rupees	—	—	—	10,14,869	10	0
Miliabad Rupees	—	—	54,750	0	0	
Discount 4 $\frac{1}{2}$ Cent.	—	—	2,105	12	3	
				52,644	3	9
Rickavy Rupees	—	—	24,998	0	0	
Discount 11 $\frac{1}{2}$ Cent.	—	—	2,477	4	0	
				22,520	12	0
Agra Rupees	—	—	2,000	0	0	
Discount 12 $\frac{1}{2}$ Cent.	—	—	214	5	0	
				1,785	11	0
Elawa Rupees	—	—	1,250	0	0	
Discount 3 $\frac{1}{2}$ Cent.	—	—	36	7	0	
				1,213	9	0
Barelle Rupees	—	—	2,09,863	0	0	
Discount 25 $\frac{1}{2}$ Cent.	—	—	41,972	10	0	
				1,67,890	6	0
Cossipore Rupees	—	—	1,000	0	0	
Discount 40 $\frac{1}{2}$ Cent.	—	—	285	8	0	
				714	8	0
Corah Rupees	—	—	2,000	0	0	
Discount 6 $\frac{1}{2}$ Cent.	—	—	113	3	0	
				1,886	13	0
Bungalow Sona Rupees	—	—	—	12,63,525	8	9

" In Witness whereof I have signed Three Receipts of the same Tenor and Date.

" Ch' Pipor,
 Deputy Paymaster 2d Brigade.

" Lucknow, November 15th, 1775.
 " Received of Mr. John Bristow, Resident at the Court of the Nabob of Owd, the undermen-
 tioned Sums:

Goorshy	—	—	—	—	2,000
Bungaloe	—	—	—	—	84,000
Furrokabad	—	—	—	—	15,000
Recavy	—	—	—	—	1,53,000
Tyrloty	—	—	—	—	12,000
Bullondy	—	—	—	—	27,700
					1,90,000

" In Witness whereof I have signed Three Receipts of the same Tenor and Date.

" Thomas Kirkman,
 Paymaster to the 2d Brigade." (a)

To supply an Omission in an Extract from a Letter of Mr. Bristow's, in Page 188
 of the printed Minutes, and to prove the Payment of Five Lacs of Rupees to the
 Company by the Nabob;

Read, from Book 38, already delivered in, the following Extract of a Consultation
 of the 13th June 1776, beginning at Page 60 of the same.

" Fort William, the 13th June 1776.

" At a Council; Present,
 The Honble. Warren Hastings, Governor General, President,
 Lieutenant General John Clavering,
 The Honble. George Monson,
 Richard Barwell, } Esquires.
 Philip Francis, }

" Received the following Letter from Mr. Bristow, to the Governor General and Council at
 Fort William.

(a) Vide supra Appendix, N° CCCI, Page 1396.

“ Honble. Sir, and Sirs,

“ I also enclose the Paymaster to the 3d Brigade's Receipt, for the Sum of Owd Sicca Rupees, Three Lacks, Thirty-two thousand four hundred and twenty, or Current Rupees Three Lacks, Sixty-eight thousand nine hundred and eighty-six, received in the Month of April, (N^o 3). It is with great Pleasure I inform the Honble. Board near Five Lacks have been paid him in the Course of last Month.

“ During the Months of January, February, and March, there was a less Sum than the Subsidy received in the Course of the Three succeeding ones. There will be a greater one, because the heavy Collections are made in the latter Months of the Year, which renders it impossible to get the exact stipulated Sum Monthly paid me, though there is little Doubt of my realizing the Amount due on the whole Year. (a)

(Signed at the End of the Letter)

“ Lucknow,
4th June 1776.

“ John Bristow,
Resident at the Vizier's Court.

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
R. Barwell,
P. Francis.”

To supply a Passage omitted in the Letter of Mr. Bristow, read in Part by the Counsel for the Defendant, in Page 1181-2 of the printed Minutes ;

Read, from Book 38, already delivered in, the following Extract of a Consultation of the 8th of July 1776, beginning at Page 181 of the same Book.

“ Fort William, the 8th July 1776.

“ At a Council ; Present,
The Honble. Warren Hastings, Governor General, President ;
Lieut. General John Clavering,
The Honble. George Monson,
Richard Barwell, { Esquires.
Philip Francis, }

“ Received the following Letter from Mr. Bristow to the Governor General and Council at Fort William, dated Lucknow, June 13th, 1776.

“ Honble. Sir, and Sirs,

“ It is Ellege Cawn's first Object to regulate the Vizier's Revenue, and I must do him the Justice to say, that the short Time he has been in Office, he has been indefatigable, and already settled the greater Part of the Province of Owd, and fixed on the Districts for the Assignments of the Army Subsidy. Corah and Allahabad, he has disposed of, and called for the Doab and Rohilchund Accounts, in order to adjust them as soon as possible. This Activity will I hope produce the most salutary Effects, as the present Juncture being the Commencement of the Season for the Cultivation, the Aumils, by being thus early fixed in their Offices, have the Opportunity of advancing Tuckavey, encouraging the Ryots, and making their Agreements, in their several Districts, in letting under Farms, or disposing of the Lands in such Manner as they may judge most expedient. If though, similar to the late Minister's Conduct, a Delay of Two or Three Months should occur in the Settlement of the Lands, the People throughout the Country would be disheartened, and inevitably a very heavy Balance accrue on the Revenue. I have troubled the Honble. Board with this Detail, in the first Place, to shew the Propriety of Ellege Cawn's Conduct, and in the next, the essential Service that would be rendered to the Vizier, by continuing Colonel Parker's Detachment during the whole Rains in Corah, if required by the Vizier. (b)

(Signed at the End of the Letter)

“ John Bristow,
Resident at the Vizier's Court.

(Signed at the End of the Consultation)

“ Warren Hastings,
J. Clavering,
R^d Barwell,
P. Francis.”

The Managers for the Commons stated, they should here close their Evidence in Reply to this Kind of Evidence given for the Defendant.

(a) Vide Appendix, N^o CCCVII.

(b) Vide Appendix, N^o CCCVIII.

To supply Omissions in the Evidence for the Defendant, respecting the Right of Inheritance;

Read, from the Fourth Volume of the Hedaya, already delivered in, the following Extract, beginning at Page 1 of the same Book :

“ Note.

“ Partition in the Mussulman Law, applies to Joint Property in whatsoever obtained or acquired. It more immediately relates, indeed, to the Distribution of Inheritance : But as the Mussulman Doctor makes no Distinction, in Terms, between a Partner and a Partnerer, (Coinheritance being defined to be One Mode of Partnership, Vol. II. Page 260). The Translator uses the Terms Partner and Partnership throughout.”

Read, a further Extract from the same Book, beginning at Page 6 of the same, as follows :

“ When several Copartners appear before the Kazeer, and represent that a Tenement, or Piece of Ground, which is in their Possession, has devolved to them as the Heirs of a certain Person, the Kazeer must not make a Partition of the House or Ground, until they have proved, by Witnesses, the Death of the Person, and the Number of his Heirs. This is according to Hanefi. The Two Disciples say, that if they all concur, the Kazeer may make the Partition, taking Care, however, to insert the Kaffarat Namma, or Deed of Partition, that it was made in Consequence of their Declarations. If, on the contrary, the Joint Property be Moveables, and not Lands or Tenements, and the Parties represent that it is their Inheritance, the Kazeer may, on their Representation, order the Partition : If the Joint Property be Lands or Tenements, and they represent that they acquired it by Purchase, the Kazeer may order a Partition. The Arguments of the Two Disciples is, that Possession is an apparent Proof of Property, and the concurrent Declaration of all the Parties with respect to their several Claims, is a Proof of their Veracity ; besides, there is no Person who either disputes or denies their Allegations ; and where there is no Denial, the Law requires no Evidence.” (a)

Read, a further Extract from the same Book, beginning at Page 4 of the same, as follows :

“ It is lawful for several Partners to agree amongst themselves, and to make a Division of their Joint Property.” (b)

Read, a further Extract from the same Book, beginning at Page 24 of the same, as follows :

“ Where One of the Partners complains of an Error in the Partition, and that a Part which ought to have fallen to him by the Partition is in the Possession of another ; in this Case, if he have before acknowledged that he had received his Share, his Complaint must not be admitted, unless supported by Evidence ; for it is, in Fact, suing to cancel the Partition, after it has been accomplished ; and it is to be presumed, that there is no Error, and that his Complaint is false. If the Complainant cannot support it by Evidence, the others must be required to deny the Complaint upon Oath ; and if they refuse to swear, their Refusal is construed as Proof in Favour of the Complainant, and the Kazeer must cause their Property to be divided anew, agreeable to their several Proportions, as this is dealing with them according to their own Suspicions. The Author of this Work thinks that in the above Case the Complainant's Suit should, on Account of his contradicting himself, be wholly rejected.” (c)

Read, a further Extract from the same Book, beginning at Page 25 of the same, as follows :

“ If One of the Parties complain that an Error took place in the Division, his Complaint must not be attended to, it being held in the same Light as a Complaint of a fraudulent Bargain, which, in Cases of Sales concluded by the Principals themselves, cannot be heard. In Partition, therefore, as in Sales, since both Parties have mutually concurred, such a Complaint cannot be heard.” (d)

The Managers for the Commons stated, That the next Head of the Defendant's Evidence they should reply to, should be that produced to prove that, according to the established Usage of the Country, Jaghires were in their Nature renewable : The contrary to which they should now prove from the Minute of Sir John Shore, which had

(a) Vide Appendix, N^o CCCCXX.
(c) Vide Appendix, *ibid*.

(b) Vide Appendix, *ibid*.
(d) Vide Appendix, *ibid*.

been relied upon by the Counsel for the Defendant, in Page 2042 of the printed Minutes, for that Purpose.

Read, from Book 598, already delivered in, the following Extract of a Consultation of the 2d April 1788, beginning at Page 153 of the same Book.

“ Fort William, the 2d April 1788.

Rev. Dept.
Wednesday.

“ At a Council; Present,
Earl Cornwallis, K. G. Governor General, President;
The Honble. Charles Stuart,
and
John Shore Esquire.

“ Mr. Shore delivers in to the Board Copies of his Minutes, which were transmitted to the Court of Directors by the Rodney.

“ On the Rights and Privileges of Jagheerdars, &c.

“ 11. Jagheers were of Two Kinds, unconditional and conditional.

“ 12. The former was conferred upon the Munsubdars for their own Maintenance, and that of their Retinue, and the effective Troops attached to their Munsubs; and, as the Dignity itself was granted for Life, so were the Funds assigned for it. (Note D.)

Mr. Shore's
Minute on
Jagheerdarry
Rights.

“ 13. It is not to be understood by an unconditional Jagheer, that the Munsubdar was exempt from the Performance of any Service. All that is meant by this Term is, that the retaining the Munsub and the Troops attached to it, did not depend upon his holding any particular Office.” (a)

(No Signature at the End of the Consultation.)

Read, a further Extract from the same Consultation, beginning at Page 156 of the same Book.

“ 17. The Sunnud is the Foundation of all the Rights and Privileges annexed to a Jagheer; and it is therefore necessary to consider it with Attention.” (b)

Read, a further Extract from the same Consultation, beginning at Page 175 of the same Book.

“ 39. The Honble. the Court of Directors, from Motives of Humanity, have suggested the Idea of attempting to convert the Jagheer into permanent Property, by constituting them Zemindaries. I have some Doubts myself of the Possibility of effecting this, and am of Opinion that Objections would be made by the Jagheerdars upon a general Principle, which appears universally to govern the Natives of this Country, that of an Attention to temporary actual Advantages, in Opposition to permanent remote Benefits. But there is another, and stronger Objection, that the Lands held as Jagheers are actually at present Portions of Zemindaries, to the Proprietors of which the Jagheerdars pay a Stipulation under the Name of Malikana. This Term means the Right of Proprietorship. There can be little Doubt that the Zemindars would not be silent in claiming their Property, upon any Attempt on the Part of the Government to assign it over in Perpetuity to others, particularly those who retain their Lands, and pay the Rents thereof to the Jagheerdars. This is the Case, as I am informed, with many Zemindars, and a curious Proof of the Inversion of Right and Property. It may however be immediately declared, that no Person shall be allowed to proceed to the Possession of a Jagheer, by Right of Inheritance, and that all Jagheers upon the Demise of the Possessor shall revert to Government. This Declaration is indispensably necessary to annihilate that Idea which appears to be entertained that Jagheers are hereditary permanent Property.” (c)

To shew further, that Jaghires were considered as permanent Property;

Read, from Book 504, already delivered in, the following Extract of a Consultation of the 9th August 1770, beginning at Page 483 of the same Book.

“ Fort William, the 9th August 1770.

“ At a Select Committee; Present,
The Honble. John Cartier Esquire, President;
Claud Russell,
and
Charles Floyer Esquire.

“ Honble. Sir, and Sirs;

“ The Jaghire formerly held by Mehah Rajah Myhinder is concluded in the Province of Behar, the Rents of which amount to a Lack of Rupees a Year, and was, exclusive of his Stipend,

(a) Vide Appendix, N° CCCXXXVIII.

(b) Vide Appendix, ibid.

(c) Vide Appendix, ibid.

granted,

granted to him by Lord Clive and the Select Committee, in consequence of his Appointment to his being Second in the Administration at the City; the Sunnud by which it was held does not particularly mention that it should be resumed in case of his renouncing, or being displaced from his Office, and no Jaghires being hereditary but those held by Royal Authority, the Tenure therefore evidently implies that it was granted him for Life.

(Signed at the End of the Letter)

“ Richard Becher.”

No Signature at the End of the Committee.

The Counsel for the Defendant objected to the Line of Evidence now pursued by the Managers for the Commons in Reply.

The Managers for the Commons were heard in Answer to the said Objection.

The Counsel for the Defendant waived their Objection.

Read, from Book 227, already delivered in, the following Extract of a Consultation of the 16th March 1781, beginning at Page 262 of the same Book.

“ Fort William, the 16th March 1781.

“ At a Council; Present,

The Honourable Warren Hastings Esquire, Governor General, President;

and

Edward Wheeler Esquire.

“ Translation of a Jaguerry Sunnud, in Favour of Mohah Rajah Doolub Ram.

No. 3.
Accompanying
Preparer's Reports

L.

Seal of Mirza-amber Shah,
the Vizier, and Son of the
reigning Emperor.

S.

“ Be it known to the Chowdries, Carrongoes, Makeedums, and Ryets, and Husbandmen of the Subah of Behar, that the Amount of Seventy-five Lacks of Daums having, from the Beginning of Sads Rubca Juchakoaul, been, according to the Zemin or Indorfation, settled as a Jaguere on the high and eminent in Dignity Maha Rajah Doolubram Mehunder Behad.r, it is necessary that the Rents and Dewanny Dues continue to be duly, truly, and according to the usual Practice and Custom, answered for to the Amil of that Place, and that they do not depart from his Directions about Matters of Account, or deviate from his proper Council and Advice.

“ Dated 2d of Rebee ul awul, in the 6th Year of the Reign.

“ Translation of the Zemin or Indorfation.

“ Let the Zemin be written. Particulars of the Zemin.

“ Bestowed on the high and eminent in Dignity, Maha Rajah Doolub Ram Mehinder, from the Subah of Bahar, from the Beginning of Sads Rubca ul Juchakoaul. Compared with, and found agreeable to, the Register.

75 Lacks of Daums.

“ Passed the Seal on the 5th of Rebeculamul, in the 6th of the Reign; and registered in the general Huzoory Register on the 2d of Rubca ul Amul, in the 6th Year of the Reign. Registered in the Duffer the 2d of Rebeah ul awul, or about the 19th of August 1765.

Translated.

(Signed) “ Jonathan Duncan.” (a)

Read, further Extracts from the same Book, and same Consultation, beginning at Page 269 of the same.

“ Questions put to the Canongoes relative to Jaguirs.

“ Question. Is a Jaguir to be, on the Death of a Jaguirdar, divided amongst his Children?

“ Answer. Jaguirs are of Two Kinds; One Muth Root, or conditional; the other Bela Sheri, or unconditional. The conditional One depends on the holding of an Office, and expires with it, reverting to Government on the Dismission of the Incumbent; whereas the unconditional Jaguir is for Life, and does not revert to Government till after the Holder's Death.

“ If, in the Case of conditional Jaguirs, the Magistrate be pleased favourably to bellow on any of the Sons of a deceased Jaguirdar the Post or Office he had held in his Lifetime, such Son

(a) Vide Appendix, N^o CCCCXVI.

will also be entitled to the Jaguir; and as to the unconditional Jaguir, if in View to the Children's Support it be continued to them, in such Case they may divide it between them.

“ Extract from the Proceedings of the Superintendant of the Khalsa Records of the 6th November 1775.

“ Answer of the Canongoes relative to Jaguiry Grants.

“ Answer of Nerfing, Canongoe.

“ If a Person dies possessed of a Jaguir by virtue of a Royal Sunnud, and the Magistrate be willing to grant his Son a Provision, such Son has a Right to the Jaguir, &c.

“ Answer of Sercenarain.

“ If a Son has a Right to the whole Heritage of his deceased Father, and a Person dies possessed of a Jaguir by virtue of a Royal Sunnud, the Son of such Person has a Right to such Jaguir.

A true Extract.

(Signed)

“ Jon^d Duncan.

Prep^r R^d Rev^d Dept^t.” (a)

Read, from Book 185, already delivered in, the following Extract of a Consultation of the 17th December 1770, beginning at Page 589 of the same Book.

“ Moorshedabad, the 17th December 1770.

“ At a Consultation; Present,
Richard Becher Esquire, President;

James Lawrell, }
and } Esquires.
John Graham, }
Mr. Reed absent.

The Naib Duan attending.

“ From Rajah Raje Bullub to the Chief and Controuling Council of Revenues.

“ The Soubahdarry of Mahomed Jaffier, and the Dewanee of my Father, were at first established and held upon the same Terms; yet the Gentlemen of Council have paid so strict an Attention to former Treaties, as even to continue the Soubahdaree in One of the former Sons notwithstanding his Minority; while the Dewanee of my Father, which is my Right, remains in Suspence, and undetermined. The steady and persevering Attachment which my Father always shewed to the Company's Welfare needs no Explanation, nor have I ever been delinquent therein. The Support of 400 Relations and Dependants, besides nearly 300 Women, is all to arise from this Jaghire and Allowance, the Burthen of which now entirely lies upon me. I am therefore hopeful, that from a Desire to support the Offspring of your Bounty, to promote a Diffusion of the Justice of the Company, as well as to preserve the same Regard to former Treaties, which has been done with respect to Meer Jaffier's Sons, you will confirm me in the same Station, and continue to me the same Allowance and Jaghire which was enjoyed by my Father; that, inheriting my Right, I may discharge the Duties of Attachment to the Company's Prosperity and Welfare.

(Signed at the End of the Consultation)

“ James Lawrell,
J. Graham.” (b)

Read, from Book 702, already delivered in, the following Extract of a Committee of Revenue of the 26th of August 1771, beginning at Page 630 of the same Book.

“ Fort William, the 26th August 1771.

“ At a Committee of Revenue; Present,
The Honble. John Cartier Esquire, President,

Samuel Middleton, }
Charles Floyer, } Esquires.
John Reed, }
Messrs. Russell, Aldersey, and Kelsall, indisposed.

“ From the Naib Dewan.

“ His Sunnud for his Jaghire, and his Munsub (or Title) from the King, cannot be annulled during Life. But upon the Death of a Father, contrary to Altonygaus, it is necessary that the Son obtain a new Grant. In this Matter let the Gentlemen of Council determine as they think best.

(Signed at the End of the Committee)

“ John Cartier,
Sam^l Middleton,
John Reed.” (c)

(a) Vide Appendix, N^o CCCCXXI.

(b) Vide Appendix, N^o CCCCXXII.

(c) Vide Appendix, N^o CCCCXXIII.

Read, from a Book, intituled "Bengal Revenue Council, 1789," the following Extracts of a Consultation, beginning at Page 278 of the same Book.

"Fort William, the 15th July 1789.

"At a Council; Present,
Earl Cornwallis, K. G. Governor General in Council.
The Honble. Charles Stuart,
and
John Shore Esquire.

Rev. Date
Wednesday

"Extract from the Proceedings of the Board of Revenue, dated 9th October 1787.

"Read the following Letter from the Chief Sheristadar.

"To John Shore Esquire, President, &c. Members of Board of Revenue, Fort William.

"Gentlemen,

"I have the Honor this Day to receive your Commands of the 2d instant, directing me to obtain, and lay before the Board, the Information desired by the Right Honourable the Governor General in Council, namely, if upon the Demise of the Donee it has been customary to divide Grants, whether Jaghire or Altungah, amongst his Heirs; the Instances thereof, if any exist; and under whose Administration.

"Supposing the Question to refer generally to the Laws and Constitution of India, as enforced under the united Authority of the Moghul Emperors, or since adopted by the formal Representatives of the same Sovereignty, when properly exercised throughout the modern dismembered Estates of the Empire, I can have no Hesitation in declaring, that, in respect to Jaghires, according to the usual Terms, Force, and Intention of such Grants, as understood technically, or in common Practice, every Idea of a private Right of Inheritance is altogether excluded. All Jaghires ought, and do of Course, revert, without Reserve, as Feudal Property to Government, immediately on Dismission or Demise of the Grantee, and where a Power virtually exist of Renewal in Favour of One, Two, or more Descendants, the Gift must be made under the Form of new and distinct Deeds of Investiture; but the Exercise of this Power cannot be supposed applicable in Right or Policy, to any of the British Dependencies in India.

"In respect to Altungahs, which are properly free heritable Grants of Landed Property, or Annual Rent bestowed on Mahomedans, the Order of Succession, or Division amongst Heirs, should constitutionally be regulated by the established Mussulman Civil Law of the Empire. The Moghul Government never interferred on such Occasions, nor, indeed, in any other similar Case, excepting where the Public Revenue might be affected, and therefore came under the Jurisdiction of the Exchequer, farther than to enforce by Perwannahs possibly disputed Sentence pronounced by the Saddams or Cazy, on the Part of the Islamited, or from the Ordinations of the Pundits, in the few Instances where Hindoos alone could be concerned.

"Calcutta,
Oct. 6, 1787.

"I have, &c.
(Signed) "James Grant,
Chief Sheristadar."

"The Board observe Mr. Grant's Letter states to them the Laws of the Mogul Government only in respect to Jaghires and Altungahs, and not the Instances of the Division amongst the Heirs of the Donee, as required on the 2d Instant, agreed therefore, the Collectors of Behar be called on in the Terms of the 195 Para. of the Letter from the Court of Directors, under Date 27th March, and the Letter from the Right Honourable the Governor General in Council, recorded on the 2d Instant as follows.

"To Mr. Thomas Law, Collector of Behar.

"Sir,

"We desire that you will ascertain and report to us, if upon the Demise of the Donee it has been the Custom of the English Government to divide Grants, (whether Jaghure or Altungah), amongst the Heirs of the Donee; the Instances thereof, if any exist; and under whose Administration.

"We are, &c.

"Ordered also, That the Roy Royan and Sudder Canongoes be called on to report what Instances have occurred since the Accession of the Company to the Dewany in Bengal and Orissa.

"Ordered, That the Letter from the Chief Sheristadar lie for Consideration until the Receipt of the Reports required.

"Rev. Board.

A true Extract.
(Signed) "J. H. Harrington, Secretary.

"Roy

(Copy.)

“ Roy Royan.—On the 9th October last I was directed to report to the Board, whether or not, agreeably to the Rajee Ulmolli, a Jaghire or Altumga, on the Decease of the Proprietor, be devitable among his Heirs; and whether or not any Instances of this Kind have occurred since the Company's Acquisition of the Dewanny: I was moreover desired to obtain Information on these Points from the Canongoes, for the further Satisfaction of the Board.

“ In answer to the above Order I have now the Honour to observe, that on the Demise of a Jaghiredar or Altumgadah, his Lands descend to his Heirs, and that they are not divided among them in separate Portions, except where the Heirs disagree among themselves, in which Case the Produce of the Land only is divided. In some Instances the Jaghires of deceased Jaghiredars, on the Representation of the Non-existence of an Heir, have been attached, and an Investigation into them set on Foot; the Instances of Jaghires and Altumgahs that have descended to the Heirs of the Proprietors since the Grant of the Dewanny are specified below.

“ In the Subah of Bengal.

“ Jaghires.

“ The Jaghire of Mahomed Eitch Kawn, situated in Jeffore, devolved to his Heirs.

“ The Jaghire of Mahommed yoa Baig Khan, situated in the Hoogly District, descended to his Posterity.

“ On the Decease of Antony Feringhy, his Mushroo Jaghire of the Tannah of Hoogly devolved to his Heirs.

“ Ultumga.

“ On the Decease of Moulary Sere his Ultumgha, situated in the Purgunnah of Luskerpore, descended to his Heirs.

“ The Altumga of Ally Azcem Cawn, in the Purgunnah of Nuloly and Lantore, belonging to the Chuckla of Bhooma, devolved to his Descendants.

“ In the District of Sylket, the Ultumagah of Holary Mahommed Shakes Khaun, and Mahommed Munaum, descended to their respective Heirs.

“ In the Soubah of Behar.

“ Jaghires.

“ On the Demise of the Nourool Muneer Holdowlah, his Jaghire in the Purgunnah of Shaik-jaunpore, &c. descended to his Posterity.

“ Nangeer busy, &c. the Jagheer of Maha Raza Mihindor, descended to his Posterity.

“ The Descendant of Maha Raza Sheestaub Ray succeeded to the Jagheer of Purgunnah Saurah, &c.

“ The Jagheer of Ahmud Ally Khan, the Son of Hukiem Baig Cawn, devolved to his Heirs.

“ The Jagheer of Roy Roopehund, in the Purgunnah of Akberpoor, &c. is now enjoyed by his Heirs.

“ On the Death of Roy Sirdar Singh, his Jaghire in the Purgunnah of Bhoofaury, &c. descended to his Children.

“ The Jagheer of Mur Buchoo in the Purgunnah of Sauroun, was held by his Heir, but is now under Attachment.

“ The Jagheers of Meize Erich Khaun, in the Purgunnah of Havelly Behar, and Tillerah, &c. were continued to his Heirs, on the Decease of the original Proprietor.

“ On the Decease of Roy Sadoo Ram, his Jaghire in the Purgunnah of Gyaspore devolved to his Heirs.

“ Ultumgas.

“ The Ultumga Mohaul of Shakbag baig Khawn, situated in the Purgunnah of Sunaut, &c. devolved to his Heirs.

“ On the Death of Meer Jyfe Ulta, his Ultumgah Mehaul, in the Purgunnah of Nara, &c. in Sircar Sarum, descended to his Son Gholaum Ally Khan, in whose Name it now stands.

“ The Ultumgha of Gholaum Gehya Khan, situated in Purgunnah Nobeetpore, devolved to his Posterity.

“ On the Death of Budder Holdeen, his Ultumgah, in the Purgunnah of Saura, descended to his Heirs.

• See in Orig. “ The Ultumga of Hukeem Ahmud, situated in the Purgunnah of Havally Azcemabad, * to his Heirs.

“ On the Demise of Mohummuddy Khaun, alias Bulchoo, his Ultumga, in the Purgunnah of Bessara, descended to his Heirs, who are now in Possession of it.

“ Dated Febr^y 1788.

“ Translated March 25th 1788.

(Signed)

“ A. Caldecot,
Dr P^r B^r T^r.”

“ Extract

“ Extract from Proceedings of the Board of Revenue, dated 6th January 1788.

“ Read the following Letter and Enclosure from the Collector of Behar :

“ To John Shore Esquire, President, and Members of Board of Revenue, Fort William.

“ Gentlemen,

“ I have the Honour to submit to your Perusal a Report upon the Question referred to me in your Letter of the 9th October, which my Enquiries have confirmed to be agreeable to ancient Usage.

“ Gya,
14th Dec. 1787.

“ I remain, &c.
(Signed) “ Tho^r Law,
Collector.”

“ Buseram Daroge of the Duster Amanut, delivers in the following Report on the 13th December 1787.

“ Having been ordered to report whether Jaghires and Utumgas, on the Decease of the Proprietors, are divided among the Heirs or not, I have to represent that Jaghires are attached to the Name of the Holder, on whose Decease a Division among his Heirs is not allowed, but the Confirmation of the Grant, in the Name of his Children or other Hereditary Claimants, depends on the Discretion of Government, and consequently many Persons, previously to the Company's Dewanny, and since that Period, have been appointed to succeed to, and possessed the Jaghires as Heirs. The Estate of the late Nabob Munnurud Dowlah afford an Exception, as not only the Sons, but the Widows, hold it distributed among them. With respect to Ultumgahs which are granted to the Descendants or Children from Family to Family, and Generation to Generation, without any specific Name, there is no Doubt of their being divided, as a Division invariably is established.

“ A true Translate.
(Signed) “ T. Law,
Collector.”

“ Agreed : We answer as follows.

“ To Mr. Thomas Law, Collector of Behar.

“ Sir,

“ We have received your Letter of the 14th ult. with its Enclosure ; but as they do not furnish the Information desired by us on the 9th of October last, we must again require a Statement, detailing the several Instances that have actually occurred in your Collectorship since the Company's Accession to the Dewanny, as well of the Resumption as of Continuations of Jaghires on the Death of the Grantee.

“ We are, &c.

“ To John Shore Esquire, President, and Members of the Board of Revenue, Fort William.

“ Gentlemen,

“ I am honoured with your Letter of the 15th Instant, and have the Pleasure to transmit you on Account of the Resumption, or Continuation of the Jaghires, to the Heirs of the Jaghiredars, since the Year 1772.

“ Before that Period the Proceedings were not kept with Accuracy in the Amanut Duster.

“ From this Statement it appears, that Jaghires being granted for Life, the Mode of continuing them to the Heirs of the former Proprietors rests entirely on the Approbation of Government.

“ In some Instances the Grants particularize Mutalookan, or Family, on the doubtful Extent of which Expression I had the Honor of addressing you on the 7th January. I submit to your Judgment, whether such Jaghires are to be considered as hereditary, as Rent Free Lands, or returnable on the Death of the present Possessors.

“ Ultumgah Lands lineally descending to the Heirs of the Incumbent's, Government have never interposed in dividing their Property ; if, indeed, the Parties enter into a Dispute concerning their respective Shares, the Cause is then submitted for Decision to the Dewanny Adawlut.

“ Gya,
July 25th, 1788.

“ I remain, &c.
(Signed) “ Thomas Law,
Collector.”

“ ACCOUNT of the Jaghires in the District of Bahar, &c. which have been

Names of the Jaghiredars.		Purgunnahs.	Daams.	Rupees.		
Ismael Cooly Cawn	—	Havily Bahar	7,40,000	8,845	1	0
Ditto	—	Tillara	8,100	100	0	0
Ditto	—	Shajehanpoor	20,000	215	2	0
Ditto	—	Soriffa Hajipoor	1,57,800	2,260	10	6
Ditto	—	Saunda	4,30,800	1,696	2	0
Ditto	—	Gyaspore	95,000	995	0	0
Ditto	—	Monghir	2,59,420	574	9	0
Mozuffer Alli Cawn	—	Jacur Tirhoot	2,21,500	1,093	9	0
Ditto	—	Bindroh ditto	1,08,500	958	3	3
Murlydar	—	Lufukpore ditto	6,86,500	15,322	10	0
Alli Afhgur	—	Gudajawund ditto	70,000	793	0	0
Ditto	—	Nobutpore Bullia	50,000	285	8	0
Meer Syfulla	—	Gudajawund Tirhoot	2,30,144	2,388	8	0
Ditto	—	Hawy ditto	1,25,000	2,661	0	0
Alli Cossim Cawn	—	Shapore Muneet	3,34,710	3,750	0	0
Meer Butchoo	—	Safferam	1,60,000	7,055	4	0
Golaum Gole Cawn	—	Hincha	1,00,000	1,169	0	0
Ditto	—	Goh	66,667	1,423	0	0
Bufund Ali Cawn	—	Gyaspore	1,07,000	662	4	0
Bacur Ali Cawn	—	Shapore Muneer	4,00,000	3,018	0	0
Abul Cossim Cawn	—	Sanda	62,000	91	4	0
Ditto	—	Biccy Tirhoot	2,400	26	0	0
Ditto	—	Narumdecur ditto	42,600	518	11	0
Hady Cooly Cawn	—	Havily Bahar	60,000	739	10	0
Ditto	—	Gyaspore	1,00,000	1,050	0	0
Ditto	—	Soriffa	25,600	361	11	6
Amam Aly Cawn	—	Gyaspore	50,000	525	0	0
Jumeyet Roy	—	Biswuch	18,420	1,553	11	0
Mahomed Cozim	—	Saunda	25,000	116	4	0
Mahomed Jaffier Cooly Cawn	—	Arwul	50,900	472	11	6
Mahomed Bacur	—	Goh	4,445	97	0	0
Mahomed Velayet Oolla	—	Incha	86,071	1,226	11	3
Ditto	—	Goh	67,322	1,180	11	0
Golaum Emanud Dien	—	Incha	25,000	300	7	3
Ditto	—	Goh	20,893	479	6	0
Mahomed Hundzah	—	Sucunporah Monghis	30,000	454	0	0
Ditto	—	Selimabad ditto	88,748	383	0	0
Total Jaghires	—	Refumed	50,75,950	64,842	9	3
Maha Raja Shitabroy	—	Saunda	4,00,000	3,051	12	0
Ditto	—	Shapore Munur	6,00,000	4,869	0	0
Ditto	—	Tillara	7,15,115	9,374	1	6
Ditto	—	Bisevice	5,00,000	32,000	0	0
Ditto	—	Cufinur Saurun	3,00,000	6,600	0	0
Ditto	—	Bernul Tirhoot	7,43,500	6,787	0	0
Ditto	—	Jercil Tirhoot	30,56,500	1,428	9	6
Ditto	—	Peluk	3,00,000	8,927	8	9
Ditto	—	Biffara Hajepore	3,00,000	557	12	0
Pai Bauky, Khalfa Shetefa	—	Saunda	8,56,558	3,478	11	0
		Mulky Hajepore	2,01,300	945	0	0
Zahir Hufflein Cawn	—	Saunda	75,400	457	0	0
Ditto	—	Gyaspore	600	17	8	0
Ditto	—	Paul Saurun	3,00,000	1,404	1	0
Ditto	—	Soriffa	26,900	337	8	0
Mahomed Eritch Cawn	—	Saunda	1,48,632	1,965	0	0
Ditto	—	Amertoo	3,00,000	3,000	0	0
Ditto	—	Shajehunpore	46,080	613	11	0
Ditto	—	Tillara	47,500	191	14	0
Ditto	—	Mudry Tirhoot	2,78,231	1,253	0	0

refumed or continued to the Heirs of the Jaghiedars, since the Year 1178.

R E M A R K S.

“ Refumed.

“ On the Death of Ismael Cooly Cawn, in the Year 1175 Fulsily, Ahmed Hussain Cawn obtained a Grant in his Name from the King, and got Possession; but it was refumed in the Year 1179 Fulsily, on the Examination of the Sunnuds by Mr. Vansittart.

“ His Grant not being produced on the Examination of the Sunnuds by Mr. Vansittart, and being dead, it was refumed in the Year 1179 Fulsily. On the Death of the Murlydar, in the Year 1179, the Jaghire was refumed—It was refumed on his Death in 1179.

“ It was held by a Grant from the King, and on his Decease, in 1184 Fulsily, was refumed in the Year 1186 F. Y.; it was released in Favor of his Sons by Order of the Governor General and Council; but was refumed on the Complaint of Rajah Mahdo Sing, Farmer of Turhoot, at the End of the Year 1187 F. Y.; and has never been restored.

“ He got Possession by a Grant from the King, and on his Death in 1190.

“ D° . . . D° it was refumed.

“ This Grant from the King was for 5,00,000 Daams; and on his Death, in the Year 1184, the Governor General and Council continued the Jaghire in the Name of Munny Nair Cowei, Second Wife of Ahmed Cawn, Father of Golaum Ghose Cawn, and to his Relations, pursuant to a Sunnud of the Patna Council; the Share, which was possessed by Munny Nair Cowei, was refumed on her Death in 1190 Fulsily.

“ Bisnut Ally Cawn possessed it by a Grant from the King; but dying, it was refumed in 1193, on the Examination of the Sunnuds by Mr. Bushby and Holt.

“ It was possessed by a Grant from the King; and after his Death, Mr. Vansittart, on his Examination of Sunnuds, continued it to Agha Abul Hussains, his Son; after whose Death, it was refumed by Mr. Bushby and Holt in 1190 F. Y.

“ He got Possession by a Grant from the King, but dying, it was refumed in 1193, at the Time of registering the Sunnuds by Mr. Bushby and Holt.

D°	D°	D°
D°	D°	D°
D°	D°	D°
D°	D°	D°
D°	D°	D°

“ His Grant not being produced at the Time of the Sunnuds being examined by Mr. Vansittart, nor at the Time of Mr. Bushby and Holt, and having died, it was refumed in 1193 F. Y.

“ He got Possession by a Grant from the King, and on his Decease, it was refumed in the Year 1194 Fulsily.

“ He held Possession of a Grant for 1,53,093 Daams from the King; and after his Death, a Sunnud was granted from the Patna Council, pursuant to Orders of the Governor General and Council, on the 16th October 1788, or 3 Cantic 1188 F. Y. for the Continuation of it to his Sons Velayet Ullah Cawn, and Wally Ullah Cawn. On the Death of Velayet Ulla Cawn in 1194, his Proportion of the Jaghire was refumed.

“ He got Possession by a Grant from the King; and after his Death, his Vakcel states, it was refumed by the Collector in 1190 Fulsily.

“ Continued.

“ It was put in his Possession by a Grant from the King; and after his Decease, the Governor General in Council granted a Sunnud for its Continuation to Maha Raja Cullian Sing, his Son, dated the 4th Rajeb, and 15th Year of the Reign, or 22d Sept. 1773.

“ This has been annexed to the Khalsa Shereefa, and held by Maha Rajah Shitabroy, after whose Death it was continued by the Authority above specified to Maha Rajah Cullian Sing.

“ He got Possession of it by a Grant from the King; and after his Decease, the Governor General and Council granted a Sunnud for its Continuation, in the Name of Mahomed Hussain Cawn, his Son, under Date the 27th June 1773, or 5th Rubbyulsang, and 14th Year of the Reign.

“ It was put in his Possession by a Sunnud from the King; and after his Decease, a Sunnud was granted from the Patna Council, by Orders of the Governor General and Council, dated the 17th August 1780, or 2d Bhadun 1187 F., for its Continuation to his Daughters, Omdut ul Nissa, and Umnea Khanum; since which they obtained a Sunnud from the Supreme Council, under Date to the 12th October 1781, or 8th Assin 1188.

" Account of the Jaghires in the District of Bahar, &c.

Names of the Jaghiredars.		Purgunnahs.	Daams.	Rupees.
Mahomed Eritch Cawn	—	Balla Tirhoot	1,75,803	780 0 0
Ditto	—	Numawan ditto	21,005	627 5 3
Ditto	—	Burwary ditto	50,000	510 0 0
Ditto	—	Jacur ditto	1,69,000	485 6 0
Ditto	—	Teerfut ditto	27,000	933 0 0
Ditto	—	Nizamudcinpore ditto	20,000	100 0 0
Ditto	—	Bifwar Tirhoot	4,24,550	1,461 0 0
Ditto	—	Luckunpore Monghir	1,39,953	2,100 0 0
Ditto	—	Harily Bahar	2,16,416	2,763 0 0
Ditto	—	Arwull	1,00,000	875 0 0
Abou Mahomed Cawn	—	Baragawaun	51,500	1,070 7 6
Ditto	—	Luckunpore	1,40,000	2,100 0 0
Ditto	—	Harily Bahare	1,00,000	294 0 0
Ditto	—	Arwull	25,450	218 0 0
Ditto	—	Rutty Hajepore	39,800	317 10 6
Ditto	—	Nobutpore Bullia	1,24,000	182 8 0
Ditto	—	Saunda	62,000	91 4 0
Sirp Sook	—	Rajegeer	1,40,862	490 13 0
Ditto	—	Harily Bahar	1,65,000	890 10 9
Shuker Alla Cawn	—	Incha	2,98,938	4,259 15 0
Ditto	—	Goh	4,19,062	73,628 0 0
Golaum Gofe Cawn	—	Incha	2,00,000	3,107 0 0
Ditto	—	Goh	1,33,333	2,077 0 0
Imaumud Dein	—	Incha	61,071	926 4 0
Ditto	—	Goh	46,429	701 4 0
Roy Joodaram	—	Nobutpore Bullia	1,00,000	400 0 0
Roy Himmul Sahay	—	Ahur Tirhoot	20,000	114 5 0
Ditto	—	Nadibufady ditto	1,80,000	2,118 0 0
Roy Roopchand	—	Akherper Tahoot	2,360	511 0 0
Ditto	—	Paja ditto	1,04,000	843 5 6
Ditto	—	Duriva ditto	1,19,100	953 8 0
Ditto	—	Ramchawund ditto	90,000	1,475 8 0
Plahim Ali Cawn	—	Gudachurwind ditto	70,000	858 8 0
Ahmudali Beg Cawn	—	Maunpoor ditto	12,39,639	22,363 0 0
Doolubram	—	Nagerbusy ditto	23,00,000	38,829 6 9
Ditto	—	Nypoor Hajepoor	3,45,400	21,572 6 0
Ditto	—	Rutty ditto	17,94,600	13,820 13 9
Muneerud Dowla	—	Bifwuck	11,10,989	15,000 0 0
Ditto	—	Shajehampore	24,76,784	32,899 5 0
Ditto	—	Beempore	28,93,909	35,141 11 0
Ditto	—	Arurd	12,92,200	22,539 0 0
Ditto	—	Baul Sarum	3,93,996	12,000 0 0
Raja Sadoram	—	Gyaspore	54,490	654 0 0
Kadi Hf. Cawn	—	Jillook Chauer	50,000	300 0 0
Ditto	—	Gudachausind	29,394	338 8 0
Ditto	—	Feerfut	10,500	191 8 0
Total Jaghires	—	Continued	2,69,36,399	3,44,902 8 0

which have been resumed, &c. continued.

R E M A R K S.

“ He was put in Possession by a Grant from the King; on his Death, it was continued to his Sons and Family by a Sunnud of the Patna Council, in consequence of Orders from the Governor General and Council, dated the 20th November 1778, or 15th Aughun 1186.

“ He possessed it by a Grant from the King; on his Death, it was continued to his Sons Cheidy Loll and Choong Loll, by a Sunnud of the Patna Council, in pursuance of Orders from the Governor General and Council, under Date the 20th November 1779, or 1st Aughun 1187.

“ He possessed it by a Grant from the King; on his Death, it was continued to Rushed Ulla Cawn and Ekram Ulla Cawn, &c. his Sons, by the Patna Council, on the 2d Shaban, and the 14th of the Reign, or 29th October 1772.

“ He obtained it by a Grant from the King; on his Decease, the Governor General and Council ordered its Continuation in the Name of his Family and Munny Nour Cawn, second Wife of Ahmed Cawn, Father of Golaum Gholo Cawn, agreeable to a Sunnud of the Patna Council, dated the 13th February 1777, or 21st Maug 1184; the Share of Munny Nour Cawn was resumed on his Decease, and the Remainder of the Jaghire is possessed by his Family.

“ His Grant from the King was for 1,53,093 Daams; on his Death, it was continued to his Sons Velayet Ulla Cawn and Wally Uly Cawn, by a Sunnud of the Patna Council, in consequence of Orders from the Governor General and Council, dated the 16th October 1780, or 3d Cantie 1188; on the Death of Velayet Ulla Cawn in 1190, his Proportion of the Jaghire was resumed, and Wally Ulla Cawn has Possession of the Remainder.

“ He was put in Possession by a Perwannah of the Nazim, and a Grant from the King; on his Decease it was resumed in 1186, but continued in the following Year to Roy Kirachund, his Brother, by a Sunnud of the Patna Council, in consequence of Orders from the Governor General and Council, under Date the 20th July 1780, or 4th Sawren 1187.

“ He obtained it by a Grant from the King; on his Death it was continued to his Nephew, and Son, by Adoption, Roy Mujelis Sahay, by a Sunnud of the Patna Council, pursuant to Orders of the Governor General; and after his Decease the Brothers of Mujelis Sahay aforesaid got Possession, in Right of a Decree of the Patna Council, dated the 9th December 1779, or 19th Maug 1187, and a Decision of Appeal to Calcutta.

“ He was put in Possession by a Grant from the King; on his Death in 1183, his Jaghire was resumed; it remained in Resumption until the Year 1188; it was continued by a Sunnud of Mr. ———, Grand Collector of the Districts, under Date the 23d October 1782, or 2d Cantie 1190, to his Sons Hera Loll and Moly Loll, in consequence of Orders from the Governor General in Council.

“ He got Possession by a Grant from the King; on his Death, it was continued in the Name of his Family, by a Sunnud of the Patna Council, dated the 10th July 1777, or 20th Afsar 1184, in consequence of Orders from the Governor General in Council.

“ He got Possession by a Grant from the King; and on his Death, it was resumed from the Year 1183 to 1184 F^r; it was continued in the Year 1185 to Asfur Ali Cawn and Akteer Ali Cawn, his Sons, by a Sunnud of the Patna Council, in consequence of Orders from the Governor General and Council, dated the 4th December 1777, or 19th Aughun 1185.

“ The Sunnud never appeared; and after his Decease in 1178, his Jaghire was resumed, and remained in Resumption until the Year 1188; in the Year 1189, a Sunnud was granted from the Governor General and Council, dated 5th July 1781, or 24 Afsar 1188 F^r, for the Continuation of it in the Name of Maha Raja Rugo Bullub.

“ The Sunnud was not produced; but it appeared from a Purwanna of the Nazim, that he got Possession by a Grant from the King; since his Death, it has been distributed to his Sons and Wives, in consequence of Orders from the Governor General and Council.

“ He was put in Possession by a Grant from the King; on his Death, Mr. Bathurst, Collector of the District, continued the Jaghire in the Name of his Family.

“ He possessed it in virtue of a Grant from the King; after his Death, Mr. Bushby, on the Examination of Sunnuds, resumed it in the Year 1192; the Year following, the Governor General and Council ordered its Continuance in the Name of Mahomed Aly and Mahomed Hussan Cawn, his Sons, on the 6th October 1785, or 18th Afsan 1193 Fullily.

" To John Shore Esquire, President, and Members of the Board of Revenue.

" Gentlemen,

" I am honoured with your Letter of the 14th Instant, calling upon me for the Reports of Jaghires and Ultumgahs required in your Directions, under Date the 29th October 1787, and 8th January 1788.

" Upon a Reference to my Address of the 14th December 1787, your Secretary will shew that I had the Honour to acknowledge your Letter of the 9th October, and that upon the 25th July 1788, I submitted to your Perusal a full Account of the Resumption and Continuation of the Jaghires since the Year 1772.

" The Ultumgahs, &c. desirous of Hereditary Alienations, I was enquiring into, when I was honoured with your Letter of the 5th September, which implied a Suspence of Investigation, until the Collectors replied to the several Questions therein, respecting the Inconveniencies of revising Sunnuds, and proposing specific Rules for these Enquiries, which had hitherto clogged the Proceedings, occupied valuable Time, incurred Expence, and harassed ancient Families, with immaterial Benefit to Government.

" In my Reply thereto, under Date 25th September 1788, I ventured, with all Deference, to submit my Opinions upon the Process least informal, expensive, and objectionable; for a Collector cannot allot sufficient Time from his other essential Duties, to make a complete Statement of all the Changes since the Company's Dewanny; nor can the Board rely sufficiently thereon to make Resumptions. Pardon me, Gentlemen, if I also acknowledge a Reluctance, during the Interval of Expectation for your definite Orders, to harass the Remnants of great Families with Peons, and their Wages, after the strict Scrutinies so lately made in this Province, whilst being ultimately nugatory, operated upon my Mind.

" If, Gentlemen, I have misconstrued your particular Letter of the 5th September 1788, I hope that my explicit Answer thereto will plead my Excuse, and that I shall not incur your Censure, by postponing a Summons of all the present Ultumgahdars, Aymadars, &c. which occurred to me as a causeless Vexation and Burthen, until you determine on the best Mode for Government's Proceeding.

" Gya,
May 20th, 1789.

I am, &c.
(Signed) " Tho' Law."

" Rev^d Board.

" True Extract.
(Signed) " J. H. Harrington,
Secretary."

" To John Shore Esquire, President, &c. Members of the Board of Revenue, Fort William.

" Gentlemen,

" I have been honoured with your Letter of the 14th Instant, requiring a Report of the Instances that have occurred in my Collectorship, since the Company's Accession to the Dewanny of Resumption, or Continuation to the Heirs of Ultumghare and Jagur Lands, in the Demise of the Grantee.

" Ullumgha Lands being granted in Perpetuity to the Grantees and their Descendants, there is no Instance of any Resumption of them, since the Company's Accession to the Dewanny.

" The Jagheers resumed since that Period, are as follows:

" Jagheer of Abool Cossim Khaum, in Pergunnahs Pringee and Naredeegur, in Sircar Tirhoot of the Jumma Goozaasht, of Rupees 544 11, resumed upon the Demise of the Grantee in 1195 Fusily, and its Revenue now annexed to the Bazee Zemeen Resumption.

" Jagheer of Meer Syb Ullah, in Pergunnah Haavy, of the Jumma Goozaasht, of R^d 2,061, resumed after the Demise of the Grantee in 1184 Fusily. In 1186 it was restored to his Heirs; but in consequence of a Representation of Rajah Madhoo Sing, it was again resumed in 1187, and annexed to the general Revenue of Terhoot.

" Jagheer of Ally Askgur, in Pergunnah Gurchowns, of the Jumma Goozaasht, of Rupees 783, resumed upon the Demise of the Grantee in 1179 Fusily, and annexed to the General Revenues of Terhort Jagur, of Meer Syf Ullah, in Pergunnah Gurchown, of the Juma Goozaasht, of Rupees 2,388 8, in the same Predicament as this Grantee's Jagur, in Pergunnah Haavy above mentioned.

" Jagheer Rad Menbedhur, in Pergunnah Nissingpore Coorah, of the Jumma Goozaasht, of Rupees 1,322 10, resumed upon the Demise of the Grantee in 1179 Fusily, and annexed to the General Revenue of Tirhoot.

" Jagheer of Ismael Cooily Khan, in Sareffa, of the Jumma Goozaasht, of Rupees 2,260 10 6, resumed after the Death of the Grantee in 1179; its Revenue, till 1193 Fusily, was collected under the Head of Mahal Ismael Cootry Khan, and in that Year it was annexed to the Jumma of the Pergunnah, by Orders from the Committee of Revenue.

" Jagheer of Hadee Cooley Khawn, in Saraffa, of the Jumma Goozaasht, of Rupees 361 11 6, resumed after the Death of the Grantee in 1193 Fusily, its Revenue is now annexed to the Baza Zemeen Resumptions.

" All other Jageers, and all Altumghas, have been continued to the Heirs of the Grantee after their Death, as particularized in the Reports at large, transmitted to the Board on the 24th October 1788, and 23d March 1789.

" Tirhoot,
26th May.

" I have the Honour to be, &c.
(Signed) " R. Bathurst,
Collector.

" A true Copy.

(Signed) " J. H. Harrington."

" To John Shore Esquire, President, &c. Members of the Revenue Board.

" Gentlemen,

" I am favoured with your Letter of the 9th October last, requiring me to report, if on the Demise of the Donee it has been the Custom of the English Government to divide Grants amongst the Heirs of the Donee, and the Instances thereof, if any exist.

" Only Two Cases have come to my Knowledge; but in these there was no Interference on the Part of the English Government: One is Ultumgah of Meer Syfullah, the Separation of which happened about Six Years ago; and the other, the Ultumgah of Hermaraug, which took place only Two Years ago. The Separation was adjusted by the Families, without reporting or referring to the Sudder Cutchery.

" Chuprah,
26th Feb. 1788.

" I am, &c.
(Signed) " A. Montgomery."

" To John Shore Esquire, President, and Members of the Board of Revenue.

" Gentlemen,

" I have been favoured with your Letter of the 14th ultimo, requiring to be informed of the Instances which have occurred in this Collectorship, since the Company's Accession to the Dewanny, of Refumptions, or Continuance to the Heirs of Ultumgan and Jaghire Lands, on the Demise of the Grantee. The Two following are the only Instances which have occurred since the Company's Accession to the Dewanny: First, On the Death of Aboo Mahomed Khan, his Jaghire in Pergunnah Banagyah was refused, and on the 20th November 1778, was released to the Heirs of the said Mahomed Kharon, by the Patna Council, in the Name of Mirza Mahomed Ally, his Son. The Jaghire consists of 51,500 Dawms. On the Death of Meer Bootehoo, the Jaghire in Pergunnah Safferam, was refused by me in the Fuffily Year 1191, and the Produce is now brought to the Credit of Government

" Shahabad,
1st June 1789.

" I am, &c.
(Signed) " W. A. Brooke,
Collr.

" Revenue Board.

" A true Copy.
(Signed) " J. H. Harrington,
Secretary." (a)

Read, from Book 703, already delivered in, intituled " Bengal Country Correspondence," the following Extracts, beginning at Page 101 of the same Book.

" The Three following Sunnuds the Governor granted to Rajah Kullean Sing at Patna the 21st September 1773.

" Be it known unto all Chowdries, Canoongoes, Ryots, and Husbandmen, and to all the Inhabitants in general of the Pergunnah of Bessoul, Tellada, Shahpoor, Menneer, Gushteer, Sarah, Belia Ellich and Bared, and Zarell, in the Dependencies of the Province of Behar, That the Jaghier and Ultumga which were possessed by Meha Raja Shitabroy are now continued and confirmed, and continued in the Name of Rajah Kullean Sing, as indorsed on the Back hereof. It is necessary that you wait on the Officers of the said Rajah, and discharge to them your usual and customary Malguzarry, without considering any One as having any Participation therein.

" Contents of the Zimmum, or what is wrote on the Back of the Sunnud.

" The Dajms of the Jaghires of the Pergunnahs Bissoul, &c. are confirmed and established in the Name of Rajah Kullean Sing Bahadar, as hereunder written.

“ Translation of the Second Sunnud.

“ Be it known to the Chowdries, Canongoes, Ryots, Husbandmen, and to all the Inhabitants in general of the Village of Rastpoor Kuttaha, Pergunnah Mitkee Joppeh Beluah, in the Pergunnah Mugonwah, dependant on the Sircar of Champerun and Pergunnah Sarah Behah, in the Dependancies of the Soubah of Behar, That the Daams which were appropriated out of the Pai Backhee, or Balance, of the above-mentioned Villages, for the Expences of Meha Rajah Shitab Roy, are now continued and confirmed or specified on the Zamma or Back thereof, unto Rajah Kullean Sing: It is therefore required of you that you do submit yourselves to the Officers of the said Rajah, and pay the Daams which have been usual and customary, without considering any Person as a Participant therein. On this Occasion know the strictest Injunctions.

“ Contents of the Zimmeen.

“ The Daams out of the Pai Backhee of the Village of Rastpoor, &c. as specified underneath, have been continued and confirmed unto Rajah Kullean Sing.

“ Translation of the Third Sunnud.

“ Written 23d September.

“ To the Chowdries and Canongoes of the Maal and Syer of the Soubah of Bahar, Be it known, That the Mehaulat Syer Rahdarry, or the Department of the Road Duties, has been put under the English Gentlemen. The Peshcush Ahema and Perchun, &c. upon Purchases and Sales at Out Places, whatsoever remained exclusive of the Rahdarry, were granted to Meha Rajah Shitab Roy, and are now hereditably confirmed to Rajah Kullean Sing. It is required that you do attend on his Gomastah, and pay him the Malguzzarry without demanding every Year a new Sunnud. On this Occasion know the strictest Injunctions.

“ Contents of the Zemmeen, or what is wrote on the Back.

“ The Mehals, as specified underneath, which were held by Meha Rajah Shitab Roy, are now hereditably continued and confirmed unto you.”

Read, from Book 579, already delivered in, intituled, “ Bengal Secret Council 1786,” the following Extract from the Appendix to a Consultation of the 23d June 1786, beginning at Page 818 of the same Book.

“ Fort William, the 23d June 1786.

“ At a Council; Present,

The Honble. John Macpherson Esquire, Governor General, President;

John Stables Esquire,

The Honble. Charles Stuart,

Lieut. General Sloper indisposed.

“ N^o 4. Copy of Bundoo Khan's Sunnud, first granted for 2,000 R^s from the Jumma of certain Villages, R^s 2,000.—Copy of a Perwanna under the Seal, and under the English Signature of Amanduddowla Jelladut Jung, Mr. Hastings, Bahadar, on the 8th Day of the Month Shawal, in the 23d Year of the Reign, as follows:

“ Let the Valiant Bundoo Khan know, as out of Regard to your good Services, the Mooza Jellalpoor, &c. belonging to the Pergunna Tatta, has been bestowed upon you in the Way Jagheer Altumgha, it is necessary that, with Ease of Mind having cultivated and arranged the said Mooza, you take it into your own Possession.

(Signed) “ Warren Hastings.

“ N^o 5. Copy of the Second Sunnud to Bundoo Khan, granting the whole Jumma of such Villages, Four in Number, upon a Kuptabood Jumma thereof, amounting to 4,000 R^s per Annum, R^s 4,000.—Copy of a Perwanna under the Seal and English Signature of Furzand Saadetmund Ameer unmoulk Amoududowla, Governor General Warren Hastings, Bahadar Jelladut Jung, on the 5th of the Month Jihija, in the 26th Year of the Reign, as follows:

“ Let the Amils and Motefuddies of Affairs, present and future, and the Zemindars and Chowdries, and the Peatants and Tillers, and Cultivators and Inhabitants, &c. of Pergunnah and Sircar of Chunar, included in the Soubah Allahabad, know: As the good Services of the Valiant Bundoo Khan to the Government of the Rulers of the English Company have come to Light, out of Consideration to his Deserts, the Village of Jellalpoor, &c. in the said Pergunna, with the Moul and Sayers, and all the Land, except the Debtor and Burmoter, and Chishnabun and Kanabarree, and Motwarrun, and the Peers and Fakkeers, and the Aimd Maufee Maamoolce, and other Things, Keruajee and Kaaridge Jemma, from the Beginning of the Autumn Harvest of the Year 1189 Fashelle, conformably to Zimmuns, has been fixed in the Way of Jagheer Uttungha to the said Bundoo Khan, that for ever, being ready for Service, he may expend Year by Year, for his own Necessities, with his Children, the Receipt of the said Jagheer. It is necessary, that applying him-
self

self fully to the Duties and Concerns of the Mooza Jagheer, he do not omit unexecuted One Point of the Articles of Wisdom and Circumspection; and that performing approved Attention to the Peasants, and all the Inhabitants of the said Mooza, he kept them satisfied and thankful to him, and make full Exertions for the Cultivation and Repairs; and do not prevent or interfere with the Charities, and other above written Kaaridge Jumma; and the Duty of you all is this, that knowing the said Bundoo Khan to be the fixed Jagheerdar of the said Mooza, you attend upon the said Person, and perform the Maulgoozary with Fidelity, and by no Means whatsoever make Alteration, or require a new Sunnud. Knowing on this Point the Order to be peremptory, act as before written.

“ Let the Zimmun be written.

“ The Zimmun is written as follows:

“ As the good Services of the valiant Bundoo Khan, to the Government of the Rulers of the English Company, have come to light; therefore, out of Consideration to his Deserts, the Mooza Jellalpoor, &c. belonging to the Purgunna and Sirkar of Chunar, as under, has been fixed in the Way of Jagheer, from the Beginning of the Autumn Harvest, the 5th of the Month Zehedja, in the 26th Year, and the Amount of the Expences for the Villages, with the Peshcars, &c. has been remitted from the Sircar.

“ Jellalpoor 1 Mooza

“ Kishenpoor 1 Mooza

“ Guger Sultanpore 1 Mehal.

“ 4 Mooza 1 Mehal.

Moojahedpoor 1 Mooza.

Manjiva 1 Mooza.

“ Benaris,
October 21st, 1784.

Examined.

Jon^o Scott.

(Signed)

Warren Hastings.” (a)

Read, a further Extract from the same Appendix, beginning at Page 821 of the same Book.

“ No 6. Copy of Shab Khan’s Sunnud, R^o 3,000.—Copy of a Perwanna under the Seal and English Signature of Ameer Unmoonfoolik Amaududdowla, Governor General Warren Hastings, Bahadar Jelladut Jung, as follows:

“ Let the Mutefuddies of Affairs, present and future, of the Mehals of Benares know, as the Mooza Scroole belonging to the Purgunna Kufwar, and the Mooza Terria belonging to the Hovdee Sheepoor, from a long Period have continued granted to Shab Khan, now also it has been granted from the Sircar, it is necessary that no Person, by any Means whatsoever, prevent or interfere; and that knowing it to be bestowed, you release it, and never require a new Sunnud. On this Point, knowing the Order to be peremptory, act as above written. Dated the 19th of Jekanda, in the Year 1198 Fuffellee.

“ Benaris,

“ Examined.

“ October 21st, 1784.

(Signed)

“ Warren Hastings.” (b)

Read also, a further Extract from the same Appendix, beginning at Page 823 of the same Book.

“ No 8. Attested Copy of Bahadar Sing’s Sunnud, October 21st, 1784, R^o 3,300.—Copy of a Perwanna under the Seal and Signature of Ameer Unmaalick, Mr. Hastings Governor General, Bahadar Jelladut Jung, and the Signature of Mr. Scott, Dellowar Jung Bahader.

“ Let the Mutefuddies of Affairs, present and future, and the Zemindars and Chowdries, and Canoongoes and Mokuddums, and Cultivators of the Sircar Benaris, included in the Soubah Illahabad, know, that at this Time, from the gracious Contents of the Shooka, of the enlightened Presence, it has been learnt, that the entire Mooza of Beraun, belonging to the Purgunna Kuthur in the said Sircar, and the Sum of Two thousand one hundred Rupees, in lieu of the Mooza Kotewa, called Copeldara, &c. in the Way of Jaghires, are fixed and granted to Row Bahadar Sing, &c. conformably to the Sunnud of Raja Bulwant Sing and Raja Chite Sing; and out of Consideration to the Deserts of the said Row, they have been granted and bestowed and confirmed from the Government of the English Company also. It is necessary that you release the said Mooza in the former Manner, to the Possession of the said Row, and pay the Sum of yearly Allowance according to fixed Custom, Month by Month, and Year by Year, and do not require every Year a new Sunnud. Knowing on this Point the Order to be peremptory, act as it is written. Dated on the 5th of the Month Zehedja, in the 26th Year of the Reign.

“ It has been seen: Let the Zimmun be written.

“ The fixed Zimmun as follows:

“ Conformably to Sunnuds, the entire Mooza of Beraun, belonging to the Purgunna Kuthur, in the Sircar of Benaris, and the Sum of Two thousand one hundred Rupees, in Sircar of the

(a) Vide Appendix, No CCCCXXV.

(b) Vide Appendix, ibid.

Mooza Etawa, called Copeldard, &c. in the Way of Jagheer, for the Supply of Sustainance, are fixed and granted to Row Bahadar Sing, &c.; at this Time also they are continued and confirmed in the former Manner.

1 Mooza, and Cash 2,100 yearly.

“ The entire Mooza of Baraun belonging to the said Pergunnah, in the Way of Supply of Sustainance to the Mother of the said Row, 1 Mooza; the Sum of Two thousand one hundred Rupees in lieu of the Mooza Roteva, called Capuldarra, &c.; 2,000 in lieu of the Mooza Rotewa, a Jagheer; and yearly Supply of Sustainance in the Name of the said Row, 1,500. The Rossboom of the Custom House at Muzapoor, conformably to the Sunnud of the enlightened Presence, in the Name of Munfaram, called Mohon Sing the Son of the said Row, 600.

(Signed) “ Warren Hastings.

“ On the 5th of the Month Jehedjai, the 26th Year of the Reign, a Copy was taken in the Office of the Presence.

“ On the 5th of the Month Jhedju, in the 26th Year of the Reign, a Copy was taken in the Office of the Presence.

Examined.

(Signed) “ J. Scott,

Private Persian Interpreter to the Honble. Governor General.” (a)

Read, also, a further Extract from the same Appendix, beginning at Page 825 of the same Book.

“ N^o 9. Sunnud under the Signature of the late Resident, Mr. Fowke, by Order of the late Governor General, after Reference to the Honble. Board, being in Favour of Rajah Bowal Sing, in Recompence for his Exclusion from his Zemindaree of Baleah, Rupees 16,000.—Copy of a Sunnud under the Seal and English Signature of Mr. Francis Fowke, Bahader, as follows :

“ Let the Mofseddies of Affairs, present and future, and the Chowdries and Canongoes, and Zemindars and Cultivators of the Pergunna Bellia, in the Sircar Gauzupore, included in the Soubah of Illahabad, know, conformably to the Orders of the Governor General, Nowaub Ameer Ummomalik Aumaudud Dolbla, Warren Hastings, Bahader, may whole Dignity last for ever, the Mozar dependant on Buldee and Seetpoor, &c. belonging to the said Pergunna, according to the Particulars of the Zimmum, except the Debtor and Birmoter, and the Mafu of the larger Aimas, and the Fakeerana, &c. Lands, Lakeraja and Kaaridge Jumma, with the Maul and Sayer, and Waste Grounds, such as Plains, and Woods, and Gardens, and Ponds, and Rivers, upon a Jaidad Jumma of Four Lacks of Daams, of which the Receipt is the Sum of 16,000 Rupees, have been granted and bestowed, and separated and deducted, from the Jumma of the Pergunnah, in the Way of Malikana of the Zemindaree and yearly Jagheer, in the Name of Raja Rowal Deo Behadar, the Zemindar of the said Pergunna, from the Beginning of the Autumn Harvest of the Year 1192 Fasilulu; because the Jumma of the said Jaidad Deho had not been ascertained and determined in the said Year, the above-named Raja, not having received an Aumildustuck of Possession in the said Jaidad Deho, received the Money of the Revenue of the Malickana Daams and Jagheer in Cash from the Treasury of the Sircar—as by the Enquiry of the Aumeen of the Presence, the Jumma of the said Jaidad Deho has been ascertained and determined, the said Deho, except the above Remissions, with the Mal and Sayer, and the Jumma of the above recited Inclusions, are granted and bestowed, in the Way Jaidad Daams, and the said Money of the Malikana and Jagheer from 1192 Fulslee, to the said Rajah, for Generations after Generations, according to the Zimmum. The Duty of the said Raja is this, That, keeping by his proper Attentions, the Peasants and Cultivators satisfied with, and thankful to him to expend for his Necessities, with his Sons and Daughters for Generations after Generations, the Daams and Money of the Malikana and Jagheer received from the Jaidad Deho; and though he give no Place in the Deho of the Malickana and Jagheer to Thieves and Highway Robbers, and the Enemies of the Company, but, having searched for them, he punish and expel them; and at the Time of Necessity he be attending, and ready in Zeal with his Forces for the Affairs undertaken by the Company. It is necessary that you, knowing the said Raja to be the fixed Jagheerdar, release into the Possession of the said Raja, for Generations after Generations, the Jaidad Deho of the Malickana and Jagheer according to the Zimmum, with the Maul and Sayer, and the Jumma of the above-recited Inclusions: And that you do not interfere or molest, by any Means whatsoever, for the Pishwas Aumilana Beheet, or Conveyance, Baggage, or for Goats, &c.; and every Year do not require a new Sunnud. On this Point, knowing the Order to be peremptory, act as it is written; and do not make any Contrariety or Deviation. Dated the 30th of November 1785.

“ It has been seen: Let the Zimmum be written.

“ The Zimmum as follows :

“ The Mooza of Buldu and Sutpoor, &c. belonging to the Pergunnah Bulleah in the Sircar Gazeepoor, according to the following Particulars, with the neighbouring and joining Places, both

Maul and Sayer, conformably to the Orders of Governor General Warren Hastings, Bahader, from the Beginning of the Autumn Harvest of the Year 1193 Fuffulee, are fixed and bestowed in the Way of Malickana of the Zemindaree, in the Name of Raja Bavail, Deho Bahader, the Zemindars of the said Pergunna, for Generations after Generations.

“ The Talook of Buldu.

Sundries.

Seetpoor 4 Moozas Sibia,

Mocker Suma Dojerec,

Birkisram Kirpoye.

Benaris, 30th November 1785.

(Signed) F. F. (a)

Read also, a further Extract from the same Appendix, beginning at Page 828 of the same Book.

“ N° 10. Attested Copy of the Sunnud to Cashenaut Pundit, for 800 Rupees per Annum, Rupees 800.—Copy of a Purwanna under the Seal and Signature of Furzund Saadetmund, Ameer Ummomaalik, Amaud Dowlah, Governor General Warren Hastings, Bahader Jelladut Jung.

“ Let the Motefuddies of Affairs, present and future, know, the Mooza Amla, in the Pergunna Gungapoor and Tuckarree, upon a Settlement of 800 Rupees, in the Way of Supply of Sullenance, has been granted and bestowed to Cashenaut Pundit, separate from the Prebence; it is necessary that not One of the Motefuddies of the Zemindar, and of the Aumils, should prevent or forbid, but they should release it to the Possession of the above-named, that having, Year by Year, with his Children, expended the Receipts for his Livelihood, he may remain employed in Prayers for our Dignity. Knowing on this Point the Order to be peremptory, act as it is written. Dated on the 5th of the Month Zehedge, in the Year 1198 Hejiree, equal to the 21st October 1784.

(Signed) “ Warren Hastings.”

“ On the 13th of the Month of Jehedje, in the Year 1198 Hejiree, a Copy was taken in the Office of the Dewan.

“ On the 13th of the Month Zehedge, in the Year 1198 Hejiree, a Copy was taken in the Office, examined, and entered.

(Signed) “ J. Scott,

Persian Interpreter to the Honble. Gov^r G^l.

Benaris, Oct. 21st, 1784.” (b)

Read also, a further Extract from the same Appendix, beginning at Page 836 of the same Book.

“ N° 16. An attested Copy of an original Sunnud, by Order of the late Governor General to Odou Sing and Jalall Sing, Rupees 1,500.—Copy of a Sunnud under the Seal of Mr. Francis Lowke, and under his English Signature. Dated the 9th April 1784, equal to the 15th of Jemmaudulawul, in the Year 1791 Fuffulee, as follows:

“ Let the Motefuddies of Affairs, present and future, and the Chowdries and Canongoes of the Pergunnah Bejeyghuna, in the Sircar Chunar, included in the Soubah Allahabad, know, the entire Mooza Sindhy, and other Deho, with the Mal and Sayer of the said Pergunna, according to the Zimmin, in Reward of their good Services of guiding and directing through the Hills, during the Time of the Siege of the Fort Bejeyhurr, were granted and bestowed, and separated, and made Karidge Jumma, and fixed in the Name of Babboos Owdow Sing and Jellal Sing, in the Way of Jagheer, from the Beginning of the Year 1189 Fuffulee; the Part of the Honble. English Company, may whose Glory be eternal, conformably to the Orders of the Nawaub Ameer Ummomalick Amaudud Dowla, Governor General Mr. Hastings, Behadre Jelladut Jung. May his Dignity last for ever. Know also, in the former Manner, the said Jagheer has been granted and bestowed to the said Babboo. It is necessary that no Person, by any Means whatever, should give Interference in the Dehoo of the said Jagheer, but should release them to the Possession of the said Babboo, that the said Babboo, with their * Sons, expending it for their Necessities, may continue united in Zeal for the Affairs undertaken by the Company. On this Point knowing the Order to be peremptory, act as it is written, and knowing the above-named to be the fixed Jagheerdars, do not every Year require a new Sunnud. • See in Orig.

“ It has been seen: Let the Zimmin be written.

“ The Zimmin.—The Enter Mooza Sindhy, &c. with the Maul and Sayer of the said Pergunna, in Reward of their good Services during the Siege of the Fort of Bejeyhurr, have been granted of the Year 1189 Fuffulee, on the Part of the English Company, conformably to the

(a) Vide Appendix, N° CCCCXXV.

(b) Vide Appendix, ibid.

Orders of the Governor General, in the Names of Baboos Owdow Sing, and Jellal Sing, the Zemindars thereof, in the Way of Jagheer.

" 12 Moozas.

" Sindhy the Great	—	1 Mooza	—	Sindhy the Little	—	1 Mooza.
" Mockerayn	—	1 Mooza	—	Sultury	—	1 Mooza.
" Perroonia	—	1 Mooza	—	Owaar	—	1 Mooza.
" Bherole	—	1 Mooza	—	Rhorba	—	1 Mooza.
" Dewry	—	1 Mooza	—	Poorma	—	1 Mooza.
" Rhenga	—	1 Mooza	—	Rerscha	—	1 Mooza.

" Benares, 9th April 1784.

(Signed)

" F. Fowke."

" On the 9th April 1784, equal to the 13 of Jemmaduulawul, a Copy was taken in the Office of the Prefence.

" True Translations.

" Examined.

" W. Colebrooke,

" Persian Translator." (a)

Read, also, a further Extract from the same Appendix, beginning at Page 831 of the same Book.

" N° 12. An attested Copy of a Sunnud to Sewanaud Sarfully, under Signature of Mr. Fowke, by the late Governor General's Order, Rupees 700.—Copy of a Perwanna, under the Seal of Mr. Francis Fowke, and his English Signature, dated the 2d of the Month of Jummadieulawul, in the Year 1189 Hijree, equal to the 24th of the Month of March 1784, as follows:

" Let the Mutufuddies, present and future, belonging to the Purgunna of Hovela Sheepoor, in the Sircar Benaris, included in the Soubah Illahabad, know, the entire Mooza Reffundu and Burda, belonging to the said Purgunna, with the Mal and Sayer, and Ponds and Wells, at the Jumma of Seven hundred Rupees according to the Zimman, conformably to the Order of the Nawab Ameer Ummomalick Amauddowlah, Governor General, Bahadur Jelladur Jung, may his Dignity last for ever, has been granted and bestowed, in the Way of Supply of Sustainance of Sheo Anund Serris's Walla Swammu, from the Beginning of the Spring Harvest, the First of the Month of Isfund Year, in the Year 1191 Fulsulee, equal to 6th of the English Month March 1784.

" It is necessary, that knowing the said entire Moozar to be granted and bestowed to the above-named, you release them to his Possession; and that no One, by any Means whatsoever, give any Interference in the Mal and Sayer thereof, that the above named, expending the Receipts thereof for his Necessities, may remain employed and exerted in Prayers for the everlasting Dignity of the English Company, may whose Glory be eternal. On this Point, knowing the Order to be peremptory, make no Contrariety to what is written, and do not enquire every Month a new Sunnud.

" The Zimman.

" Biffoond 227 Bigas	7 Biffwals	—	400
Burda	119 Bigas	16 Biffwals	—
Present Collections at various Rates	—	—	300
			700

" Benaris, 24th March 1784.

(Signed)

" T. Fowke, Resident." (b)

Read, from Book 704, already delivered in, the following Extract of a Consultation of the 18th September 1789, beginning at Page 233 of the same Book.

" Fort William, the 18th September 1789.

Rev. Dept.

" At a Council; Present,

Earl Cornwallis K. G. Governor General, President;

and

John Shore Esquire.

Mr. Stuart and Mr. Speke indisposed.

" Extract of a Letter from M. Leslie.

" To John Shore Esquire, President, &c. Members of the Board of Revenue.

" Gentlemen,

" I now transmit you a List of the Jaghierdars in Ramgur and Palamow, specifying the Kamit Jumma of each Jaghier, and the Amount paid thereupon; but it is not in my Power to give you any Estimate of their present Produce, being apprehensive that an Enquiry into this Matter, on my Part, might be the Means of creating a Disturbance.

(a) Vide Appendix, N° CCCCXXV.

(b) Vide Appendix, ibid.

" Though from the Nature of the Tenure by which the Jaghiers are held, as will appear by the inclosed Sunnud and Translate, many Cases it will be supposed might occur in which they would revert to the Rajah; yet the Custom of their devolving from Father to Son is now so established, that I fear any sudden Innovation would be attended with bad Consequences; and I see no other Way of breaking through it, (should you think such a Measure expedient), than by permitting the Rajah to resume them on the Death of the present Incumbents.

(Signed at the End of the Letter) " M. Leslie, Collt.

" Ramgur,
July 9th, 1788.

(Signed at the End of the Consultation)

" Cornwallis,
J. Shore." (c)

Readd, from Book 705, already delivered in, the following Extract of a Consultation of the 4th July 1792, beginning at Page 174 of the same Book.

" Fort William, the 4th July 1792.

" At a Council, Present,
The Honble. Charles Stuart,
Peter Speke,
and
William Cowper, } Esquires.

Rev. Dept.
Arch. 1792.

" Earl Cornwallis K. G. Governor General, and Commander in Chief, absent on the Public Service.

" Translation of a Sunnud in favour of Gujrange Misr.

" Be it known to the present and future Mutsuddies, and to the Chowdries and Canongoes of the Pergunnah of Kuttaker, in the Sircar of Benares, in the Soubah of Allahabad: Whereas Gujrange Misr hath evinced his good Will and Exertions in respect to the Honble. Company's Government, in the Instance of the Completion of the Commercial Treaty, to operate between the said Company's Territories and the Country of Nepaul; and in having effected the Writing and Ratification of the said Treaty from the Rajah of Nepaul, in Conformity to the First Draft thereof from the Honourable Company, whence the English Gentlemen having derived the strongest Confidence in the said Gujrange Misr; the Governor General in Council considering thereupon how the said Misr hath for the Benefit of both Countries thus promoted, according to the Plan suggested by the English, the good Work for the Advantage of the Merchants and Traders of the Two States, hath therefore, in view to the said Misr's laudable Conduct, been graciously pleased, and thought it just and befitting, to bestow on him, (the said Misr), from the Honourable English Company, the Villages mentioned underneath; the Jumma of which is 2,573 12, (the Moiety whereof is 1,286 14), of Benares Haly Sicca Rupees, as a Jaghire for the Subsistence of his Son, whose Name is Nundpershaud; to take place from the Month of Asfar 1199 Fushly, and to be by him held as a free Tenure.

" It is necessary that no One do, in any Shape, make Opposition or Objection in respect to the said Villages, but leave them in the Possession and Enjoyment of the said Misr, without asking always for a new Sunnud.

" The Zemindars of the said Villages are annually and punctually to pay their due Revenue to the said Misr, according to their Pottahs, under the Resident's Signature, as granted to them in the Fushly Year 1197: And the said Misr is to receive the Revenue of the said Villages, according to the Jumma specified in the Pottahs and Cabooleats from the Hands of the Zemindars in question; and in no respect to make any Demand contrary to, or over and above the Sums stipulated for in the said Pottahs and Cabooleats. Dated 8th June 1792, or 17th of Shewal 1199 of, the Fushly Style.

" Particulars of the Villages.

" 1st, Villages in the Zemindarry of Mundel Sing.

" Moza of Terayd	—	—	—	—	R' 454 0
Peery	—	—	—	—	410 0
Poorumpetty	—	—	—	—	84 0
Khergy poor	—	—	—	—	200 0
Kheyapoor	—	—	—	—	420 0
Moorly	—	—	—	—	300 12
					1,548 12

(a) Vide Appendix, N° CCCCXXVI.

“ 2d, Villages in the Zemindarry of Sumoda Sing:					
Mozas of Dimalpore	—	—	—	—	150 0
Beethapore	—	—	—	—	425 0
Ram Geetha	—	—	—	—	450 0
					1,025 0
Total, 9 Mozas, Revenue					R ^s 2,573 12

“ Perwannahs are also written to the Two Zemindars aforesaid, assuring them that they have only to pay the Revenue specified in their Pottahs to the Son of Gujraujee Mistr; and that the Management and Profit and Loss in the said Lands, belong to them, as before, entirely.

A true Translation.

(Signed) “ Jonⁿ Duncan, Resident.

(Signed at the End of the Consultation)

“ Peter Speke,
W^m Cowper.” (a)

Read, from Book 39, already delivered in, the following Extract of a Consultation of the 30th of December 1776, beginning at Page 816 of the same Book.

“ Fort William, the 30th December 1776.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. General John Clavering,
Richard Barwell, } Esquires.
Philip Francis, }

“ Copy of a Letter from the Bhegum to Mr. Bristow, received the 7th Shawaul, 18th Sun, (19th November 1776.)

“ You were so kind some Time ago as to send Perwannahs for the Battalion and Artillery Men, forbidding them to offer any Disturbance to me. These Perwannahs were delivered to them. They are, notwithstanding, beginning to be riotous, and the Two Battalions and Artillery Men are sworn in a Confederacy together with a Determination to seize upon the Amount of their Assignments. Consider what Concern these Men can have with me. They, without any Right, raise Disturbances. It is highly necessary to consider of some Expedient, for they will be troublesome soon.

“ Copy of a Letter from the same to the same, dated 11th Shawaul (23d Nov. 1776.)

“ I have before advised you of the Disturbances which have been raised by the Sepoys and Artillery Men through Subul Mahlee. They were assembled in a tumultuous Manner at my Door a Day, the Night, and the preceding Day, in a Manner exceeding Description. They broke open Two Doors, brought their Cannon within, and disregarded every Argument which was used to dissuade them from it. They were near coming into the Inner Apartment and firing their Cannon. Under such a Necessity I paid them the Sum of £2,569 Rupees, partly from the Sum which I intended to apply to the Payment of your Kist, and partly from Money which I borrowed, which compensates the Amount of the Assignments. They have received this Money To-day, being the 8th Shawaul, and are gone without the Town. They carried the Cutwaul with them for the Purpose of * Delivery to him their Muffets, Cannon, and Cartouch Boxes. The Sepoys abused all the Seidars and others, and made a Disturbance to a Degree which cannot be described. I never before experienced such disgraceful Treatment as on the present Occasion. The Sepoys and Artillery Men declared, when they received the Amount of the Assignments, that they had sold their Cannon, * Muffets to me in Return for that Money. The Cutwaul is gone with them to receive their Guns, but I have been informed that they refuse to deliver them up. Holaf Roy, your Muffetty, was present at my Door when this Disturbance happened. I had before written to my Brother Mucktar ul Dowla, desiring that he would prevent the rioting Sepoys round my House; but no One attended to me: But Affairs have since arrived at this Crisis. The Sepoys have deserted from the Fort and Town, in which I have stationed Men of my own. Grant them Assignments on Almaus Ally Khan, and let no One be admitted into the Fort, or the same Kind of Disturbance will recur; the Apprehension of which induces me to request that you will send Guards for the Protection of my House. If I had been furnished with Guards, the Disturbances would not have happened. I have written a very particular Account of what has passed. Round the Fort of Fyzabad there is a fine open Country, but the Fortifications are in ruin, and there are many Avenues into the Fort. I write this for your Information. (b)

(a) Vide Appendix, N^o CCCCXXVII.

(b) Vide supra Appendix, N^o CCCX, Page 1441.

Read, from Book 80, already delivered in, the following Extract of a Consultation of the 12th May 1783, beginning at Page 89 of the same Book.

“ Fort William the 12th of May 1783.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Edward Wheler,
and
John Macpherson, } Esquires.

[“ Honourable Sir,

“ In Addition to what I have urged in my Address of this Date to the Board, I hope I shall meet with your Excuse for representing some further Circumstances relative to the Begum.

“ I have experienced great Embarrassment in treating with her, for, as the Mother of the Vizier, the People look up to her with Respect; and any harsh Measures practised against Women of her high Rank create Discontent, and affect our national Character. § (“ Her Conduct in withholding “ his Excellency’s Patrimony, and during the Troubles at Benares, justly lost her that Attention “ and Regard to which she would have been otherwise entitled:”) § Still she is the Mother of the Prince of the Country; and the religious Prejudices of Mussulmen prevail too strongly in their Minds for them to forget her Situation. Superior Wisdom will guide your Measures, and I shall willingly execute every Order I may receive; but I think it my Duty, and a Tribute I owe to the Confidence you have placed in me, freely and candidly to offer my Sentiments on such Subjects, as, from a near View, may present Difficulties that would not occur to Persons at a Distance.”]

§ (“ I would recommend every persuasive Argument might be urged to the Begum to induce her “ to fulfil her Engagements. I would even endeavour to convince her, that it was intended “ to renew the Restraints upon her; but I really think it not advisable to carry them into “ Execution.

“ I have the Honour to be, with the greatest Respect,

“ Lucknow,

“ 31st March 1783.

“ Honourable Sir,

“ Your most obedient humble Servant,

(Signed)

“ John Brislow,

“ Resident at the Vizier’s Court.”) (a) §

“ (A true Copy)

“ E. Hay,

“ Act’ Sec’ to the Secret Dep’t.

(Signed at the End of the Consultation)

“ Warren Hastings,

Edward Wheler,

John Macpherson.”

Then the House adjourned to the Chamber of Parliament.

(a) Vide supra Appendix, N° LVIII.—Vide printed Minutes, Page 2081.

Die Mercurii, 9^o Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the House of Commons, they might proceed with their Reply.

The Counsel for the Defendant informed the House, That in consequence of the Permission given to them by the House on the last Day, they requested Leave now to put a few Questions to the Marquis Cornwallis.

The MARQUIS CORNWALLIS was accordingly sworn at the Table, by the Lord Chancellor, and then examined in his Place as follows :

Q. Be pleased to state, for how many Years your Lordship has resided in India ?

A. In all, more than Seven Years.

Q. Please to state the Time of your Departure from England, of your Arrival in India, and of your final Departure from it.

A. I arrived in India the 22d of August 1786, at Madras ; and I quitted India the 10th of October 1793.

Q. On your Lordship's Departure from England, you left Mr. Hastings under those Accusations which are still depending : Was that so ?

A. Yes ; it was so.

Q. Was this Business then depending in the House of Commons ?

A. It was depending in the House of Commons.

Q. Had Mr. Hastings quitted India Eighteen Months before your Lordship's Arrival there ?

A. Yes ; I believe about that Time.

Q. Whether, upon your Lordship's Arrival in India, you visited the Provinces which had been under the Government of Mr. Hastings, and the People over whom Mr. Hastings is accused of having exercised a long Series of Acts of Cruelty, Oppression, Violence, and Bloodshed ?

The Managers for the Commons objected to the Question.

The Counsel for the Defendant waived the Question.

Q. Whether you visited any, and what Provinces, that had been under the Government of Mr. Hastings ?

A. I arrived at the Seat of Government in Bengal on the 12th of September 1786 ; I did not make any Excursions into the Provinces till the following Year.

Q. In the following Year your Lordship did make Excursions ?

A. In the Year 1787 I went up the Ganges to the Extremity of those Provinces, and to the Province of Oude.

Q. Did your Lordship visit the Provinces a Second Time in the Year 1790 ?

A. No ; I did not.

Q. Whether it was Matter of general Notoriety in India, that Mr. Hastings was under Accusation and Trial in England ?

A. It certainly was a Matter of Notoriety.

Q. Whether it was competent to the Persons who had been aggrieved, if any such there were, to have preferred their Complaints to your Lordship and the other Members of the Government in India, and through that Channel to have transmitted them Home ?

A. It was certainly in their Power to have done so.

Q. During the whole Period of your Lordship's Stay in India, which is understood to have been about Six Years, whether the Government, the Supreme Council at Bengal, did, in Fact, receive any One Complaint against Mr. Hastings ?

A. I do not remember any personal Complaint against Mr. Hastings having been transmitted to the Government of the Supreme Council.

Q. In what Estimation did your Lordship find the Character and Government of Mr. Hastings to be held by the People who had been under his Government for a Period of Thirteen Years?

A. Mr. Hastings was, I believe, much esteemed and respected by the Native Inhabitants in general, in the Provinces under the Bengal Government.

Q. Whether the Tributary Chiefs and Zemindars of considerable Districts and Provinces in India were liable, by their Tenure under the Mogul Government, to afford Military Aid to their Sovereign upon his Requisition in Time of War?

A. I believe they generally were held liable.

Q. What is the general Mode of Proceeding against refractory Zemindars according to the Laws and Customs of Hindostan?

A. It is difficult to describe the regular Mode of Proceeding in a despotic Government; but they are frequently confined and dispossessed.

Q. Had your Lordship any Means of knowing whether the Charge of Hostility on the Part of the Begums towards the British Nation, during the Revolt of Cheit Sing, was well or ill founded?

The Managers for the Commons objected to the Question.

The Question was read by the Clerk.

The Managers for the Commons waived their Objection.

A. I can only speak to it as a Matter of Report; it certainly was commonly reported.

Q. Was Credit given to that Report?

The Managers for the Commons objected to the Question.

The same was waived by the Counsel for the Defendant.

Q. Whether, during the Thirteen Years which have elapsed since the Rebellion of Cheit Sing, your Lordship knows of any Measures having been taken to provide for the Restoration of Cheit Sing to his Zemindary?

A. No; I know of no such Measures.

Q. Does your Lordship know whether any Part of the Money which the Begums were compelled to deliver up to the Nabob, has ever been repaid to them?

A. I really do not know.

Q. Were any Measures of that Sort taken by your Lordship, or during your Government?

A. No; I took no Measures.

Q. Whether your Lordship has any Means of knowing whether the Begums were, or are now, in Fact, reduced to a State of great pecuniary Distress?

A. I do not believe that they were reduced to any State of pecuniary Distress.

Q. Whether your Lordship observed that the British Character had suffered in the Opinion of the Inhabitants of India in consequence of the Measures adopted with respect to Cheit Sing and the Begums?

A. I really do not know; I never heard that it had.

Q. Whether the Inhabitants of the British Provinces in India enjoy a greater or a less Degree of actual Happiness, Protection, and Security, public and private, than is enjoyed by the Inhabitants of the Countries subject to the Native Provinces of India?

A. I hope and believe that they enjoy a much greater Share of those Blessings.

Q. Whether those same Impressions prevailed respecting the Character of Mr. Hastings on your Lordship's Departure from India, that you found there upon your Arrival?

A. I never heard that the Sentiments of the Inhabitants had been at all altered in that Respect.

Cross-examined by the Managers for the Commons.

Q. (By Managers.) Whether your Lordship has ever attentively read the Impeachment of the Commons of Great Britain before this House against Mr. Hastings?

A. I have read it; but I cannot absolutely say, that I now carry it correctly in my Mind.

Q. Whether your Lordship can speak to the Truth or Falsehood of any Particular Fact charged in those Articles of Impeachment against Mr. Hastings?

A. I do not think myself competent to give an Answer to this Question; I really have them not sufficiently in my Memory.

Q. Whether

Q. Whether your Lordship knows or has heard any Thing of a Sum of Money kept, or Engagement for a Sum of Money taken, by Mr. Hallings from the Province of Dinagapore, through the Hands of Gunga Govind Sing?

A. I really have no Knowledge of the Fact.

Q. Whether you have any Knowledge of a Sum of Four Lacs of Rupees, engaged to be taken from Kellaram from the Province of Patna by Mr. Hallings, any Sum or Money, or a Teep or Engagement for a Sum of Money taken by Mr. Hallings, from a Person called Rijah Kellaram, in the Province of Patna?

A. I really did not enquire into any of those Matters; on my Arrival in India I thought it my Duty to look forwards, and to endeavour to improve the Country, and to correct any Faults that existed in the Government: I made no Enquiries, and I cannot answer to any of these Matters, for I really do not know them.

Q. Whether your Lordship has made any Enquiry from any Person upon the Part of the Begums of Oude—Whether or no they admitted or denied the Truth of the Charges against them?

A. I never did.

Q. What Zemindars has your Lordship conversed with upon the Subject of Mr. Hallings's Government?

A. I do not know that I ever conversed with any Zemindar about it; what I mentioned was merely upon public Report.

Q. Whether your Lordship recollects that you have caused any Enquiries to be made by the Canongoes or other public Registrars of the Mahometan Laws and Usages, concerning the Tenure by which Zemindars are supposed to be obliged to furnish Military Aid, over and above the Rents, without any Deduction of the Rents or Pay?

A. I speak on the Point of their being liable to furnish Military Aid, merely as understanding it to be the Custom: I thought it of so little Consequence to us, that I never made any Enquiry about the Matter.

Q. Are you to be understood to say, that you have ever called upon any Zemindar in the Province of Bengal, or its Dependencies, for any such Military Aid?

A. I never did.

Q. Whether your Lordship ever made a Requisition upon the Zemindars of those Provinces, called the Northern Circars, for such Aid?

A. The Northern Circars were not immediately under the Bengal Government. I certainly never made any Requisition myself, nor do I know that any Governor of Fort St. George ever did; but upon that Fact I really am not quite sure.

Q. Whether, during the War in the Carnatic, your Lordship knows whether you or the Government of Madras made any Requisition to the Zemindars of the Carnatic for such Military Assistance, over and above the Rents?

A. From the Zemindars I did not: But I am pretty sure that the Government of Fort St. George did not make any such Requisition from the Zemindars of the Carnatic; I am not sure whether they might not have made Requisitions for Aid from the Polygars.

Q. Whether your Lordship has not, in stating the Disposition of the Natives of the Provinces towards Mr. Hallings, received your Accounts from the English?

A. I must have received all Accounts ultimately from the English, as I did not speak the Country Languages; but I certainly have, through Interpreters, conversed with the Natives on the Subject; I learned such Accounts from them; I speak from their Authority, as well as from the Authority of the English.

Q. Whether your Lordship recollects from what Natives?

A. I really do not recollect any particular Natives, as it always passed in cursory Conversation, and I never made any pointed Enquiries about the Matter.

Q. Whether your Lordship recollects an Account that you have given to the Court of Directors, in your Letter of the 2d of August 1789, concerning the State of those Provinces?

A. I really could not venture to be particular as to any Letter I may have written so long since, as I have brought no Copies of my Letters with me from India, having left them at Bengal when I went to the Coast.

Q. Whether your Lordship recollects, in any Letter that you wrote about the 2d of August 1789, Paragraph 18, any Expressions to this Effect, namely: "I am sorry to be obliged to say, that Agriculture and internal Commerce have for many Years been gradually declining; and that at present, excepting the Class of Shroffs and Banyans, who reside almost entirely in great Towns, the Inhabitants of these Provinces were advancing hastily to a general State of Poverty and

and Wretchedness."—Whether your Lordship recollects that you have written a Letter to that Effect?

A. I cannot take upon me to recollect the Words of a Letter that I have written Five Years ago; but I conclude I must have written to that Effect.

Q. Whether your Lordship recollects that in the immediately following Paragraph (the 19th) you wrote to this Effect: "In this Description," namely the foregoing Description, "I must even include almost every Zemindar in the Company's Territories, which, though it may have been partly occasioned by their own Indolence and Extravagance, I am afraid must also be, in a great Measure, attributed to the Defects of our former System of Management."—Paragraph 20, "The Settlement, in Conformity to your Orders, will only be made for Ten Years certain, with the Notification of its being your Intention to declare it a perpetual, an unalterable Assessment of these Provinces, if the Amount, and the Principles upon which it has been made, should meet with your Approbation."—Whether your Lordship recollects to have written something to the Effect of these Two last Paragraphs, as well as of the First?

A. I do recollect that I did write it; but in that Letter I alluded to the former System of Annual Assessments.

Q. Whether your Lordship recollects that you wrote, on or about the 18th of September 1789, in One of your Minutes, thus: "I may safely assert that One-third of the Company's Territory in Hindostan is now a Jungle, inhabited only by Wild Beasts: Will a Ten Year's Lease induce any Proprietor to clear away that Jungle, and encourage the Ryot to come and cultivate his Lands, when, at the End of that Lease, he must either submit to be taxed *ad libitum* for the newly cultivated Lands, or lose all Hopes of deriving any Benefit from his Labour, for which perhaps by that Time he will hardly be repaid."—Whether your Lordship recollects a Minute to that Effect?

A. I perfectly recollect to have written that Minute.

Q. Now with respect to a Letter, dated November the 3d 1788, Paragraph 38, containing the following Sentiments: "I shall therefore only remark in general, that from frequent Changes of System, or other Reasons, much is wanting to establish good Order and Regulation in the internal Business of the Country; and that, from various Causes, by far the greatest Part of the Zemindars, and other Landholders and Renters, are fallen into a State much below that of Wealth and Affluence. This Country, however, when the Fertility of its Soil and the Industry and Ingenuity of its numerous Inhabitants are taken into Consideration, must unquestionably be admitted to be One of the finest in the World; and with the uniform Attention of Government to Moderation in Exaction, and to a due Administration of Justice, may long prove a Source of great Riches, both to the Company and to Britain."—Paragraph 39, "I am persuaded, that, by a Train of judicious Measures, the Land Revenue of these Provinces is capable in Time of being increased; but, consistent with the Principles of Humanity, and even those of your own Interests, it is only by adopting Measures for the gradual Cultivation and Improvement of the Waste Lands, and by a gentle and cautious Plan for the Resumption of Lands that have been fraudulently alienated, that it ought ever to be attempted to be accomplished. Men of speculative and sanguine Dispositions, and others, either from Ignorance of the Subject, or with Views of recommending themselves to your Favour, may confidently hold forth specious Grounds to encourage you to hope that a great and immediate Accession to that Branch of your Revenue might be practicable: My public Duty obliges me to caution you, in the most serious Manner, against listening to Propositions which recommend this Attempt; because I am clearly convinced that, if carried into Execution, they would be attended with the most baneful Consequences."—Paragraph 40, "Desperate Adventurers, without Fortune or Character, would undoubtedly be found, as has already been too often experienced, to rent the different Districts of the Country at the highest Rates that could be put upon them; that the Delusion would be of a short Duration, and the Impolicy and Inhumanity of the Plan would, when perhaps too late for effectual Remedy, become apparent by the Complaints of the People, and the Disappointments at the Treasury in the Payments of the Revenue, and would probably terminate in the Ruin and Depopulation of the unfortunate Country."—Whether your Lordship recollects to have written any Thing to that Effect about that Time?

A. I perfectly recollect having written the Extracts that have been read.

Q. Whether your Lordship knows a Gentleman in the Company's Service, and who acted under you, Mr. Jonathan Duncan?

A. Perfectly well.

Q. What is your Lordship's Opinion of the Character of that Gentleman?

A. I entertain the highest Opinion of Mr. Duncan's Character and Abilities.

Q. Did not your Lordship send Mr. Jonathan Duncan into the Province of Benares, in order to put it under proper Regulations?

A. I did.

Q. Does

Q. Does your Lordship think that entire Credit is to be given to the Report of Mr. Duncan with regard to the State in which he found that Country?

A. I think the most implicit Credit is to be given to every Report of Mr. Duncan.

Q. Whether your Lordship has not found beneficial Effects from the Care of Mr. Duncan in the Re-establishment of that Province?

A. I have.

Q. Whether your Lordship has seen a Letter from Mr. Kirkpatrick to your Lordship, containing a Representation to this Effect, speaking of Mhadajee Scindia?

The Counsel for the Defendant objected to the Question.

The Managers for the Commons were heard in Answer to the said Objection; and desired a former Question, put by the Counsel for the Defendant to the Marquis Cornwallis, and his Lordship's Answer thereto, might be read.

The same were accordingly read by the Clerk, as follows:

“Q. In what Estimation did your Lordship find the Character and Government of Mr. Hastings to be held by the People who had been under his Government for a Period of Thirteen Years?

A. Mr. Hastings was, I believe, much esteemed and respected by the Native Inhabitants in general, in the Provinces under the Bengal Government.”

The Counsel for the Defendant waived their Objection.

Q. Whether your Lordship received a Representation from Mr. Kirkpatrick to the following Effect:—“Such is the Impression which our former Character and Policy have left on the Minds of the Natives, that notwithstanding the many Proofs which our more recent Conduct has furnished of our being at present directed by a very different Spirit, I am persuaded that neither he nor any other Hindostan Potentate, gives us Credit for Sincerity in the Declarations which we have latterly made on this Subject. Time, no Doubt, might subdue this obstinate Incredulity, but who can certainly say that we shall adhere long enough to our present moderate System for the Purpose of enforcing this Belief.”—Did your Lordship receive such a Representation from Mr. Kirkpatrick?

A. I do not immediately recollect the Circumstances; I dare say the Letter was received; it was a long While ago; about Seven Years ago.

Q. Does your Lordship believe that such was the Impression which our former Character and Policy had left on the Minds of the Natives of India?

A. I believe that these were the Sentiments of Captain Kirkpatrick; but I cannot take upon myself to say, upon Oath, whether these Sentiments were well or ill founded.

Q. Whether, from your general Observation, you have any Reason to doubt that that Representation was well founded?

A. I apprehend I have already given every Answer that can be given to that Question.

Q. Whether your Lordship did not find it necessary, on your going to India, to transmit to several of the Foreign Powers an Act of Parliament, or the Substance of it, in order to quiet the Minds of the Natives with regard to the Dispositions of our Government with respect to them?

A. I do recollect having instructed the Residents at the Courts of the Native Powers to assure them, that the Policy of Great Britain was altered, and that their Governors had no Power to make offensive War, or to that Effect; I do not recollect transmitting the Act of Parliament.

Q. Whether your Lordship, while in that Government, recollects that Gunga Govind Sing has ever paid into the Treasury, by Way of a Discharge of Arrears, certain Sums of Money received by him, upon Account of Mr. Hastings, but for which he had not accounted either with Mr. Hastings, or the Government, before Mr. Hastings's Departure?

A. Gunga Govind Sing had been out of Office some Time before I arrived in India, and I really do not recollect or know any Thing of these Payments.

Q. Whether your Lordship recollects that he did pay in any such Sums of Money?

A. I really do not recollect; I do not recollect that there was any Balance due from Gunga Govind Sing.

Q. Whether any Money was paid into the Treasury to your Lordship's Recollection by Gunga Govind Sing, under the Description of Monies so had and received, as before described?

A. I do not recollect.

Re-examined by the Counsel for the Defendant.

Q. Your Lordship has said, that, in Fact, you do not know of any Demands upon the Zemindars of the Northern Sircars during the late War—Whether, during the late War, large Supplies of Treasure were transmitted from this Country to carry on the Exigencies of the War?

A. Five hundred thousand Pounds were sent out in the Year 1791.

Q. Your Lordship has spoken of the Evils of the former Systems of Revenue, and named the Annual Settlements—Whether the Power of making a Decennial Settlement was not given for the First Time in the Year 1786, to the Government of Bengal?

A. The Orders for it were certainly given, for the First Time, then; I am not certain as to the Power; a Settlement having been made before for Five Years.

Q. Please to state when those Orders were carried into Execution—How long was it before they could be carried into Execution?

A. It was the latter End of 1789, or the Beginning of 1790; it was not all carried into Execution at the same Time; it could not be.

Q. Your Lordship has been asked your Opinion respecting the Character of Mr. Duncan, a Gentleman employed upon the Subject of the Revenues—What is your Lordship's Opinion of the Knowledge, Experience, and Character, of Sir John Shore?

A. I certainly entertain the highest Opinion of Sir John Shore's Character and Abilities in every Respect.

Q. (*By Managers.*) Whether your Lordship apprehends, that, previous to receiving the Orders from the East India Company, giving you a Power of forming Decennial Settlements, your Lordship knows that the Company had actually limited the Governor to a Settlement of but One Year, and that he had not at the same Time made a Settlement for Five Years?

A. I think I mentioned that Circumstance in my former Answer; there had been a Settlement of Bahar for Five Years before.

Q. Whether your Lordship recollects to have heard, that even a perpetual Settlement had been made by Mr. Hastings of the Province of Patna with certain Farmers called Kelloram and Culian Sing?

A. I certainly have heard of the Settlement with Culian Sing and Kelloram; but I did not know that it was perpetual.

Q. Or whether your Lordship has heard of any such Engagement?

A. I have heard of the Engagement with Culian Sing and Kelloram, certainly.

Q. Was it for a perpetual Lease of the Province of Patna?

A. The Lease had been broken long before my Arrival; and I really did not think much whether it was perpetual or not.

Q. Whether your Lordship has heard of a Person called Rajah Nobkiffin, a considerable monied Man in Calcutta?

A. I certainly know Rajah Nobkiffin.

Q. Whether Rajah Nobkiffin does not speak the English Language?

A. He does, in some Degree, speak English.

Q. Whether he informed your Lordship of a Present of Three Lacks of Sicca Rupees which he had made to Mr. Hastings?

A. I never had any private Conversation with Rajah Nobkiffin whatever; I never saw him but at the publick Durbar; and he never informed me of any such Circumstance.

Q. (*By a Lord.*) When the Decennial Settlement was made in 1786, whether it was also accompanied by any Order directing that no Zemindar in future should be called upon to pay any additional Aid in Time of War, beyond his stipulated Rent or Tribute?

A. I fancy nothing was said about it; we never thought of calling upon them within the Provinces; the Zemindars had an Establishment of armed Men for the Purpose of Police: This the Government have now taken the Management of, if that is what is meant by the Question.

Q. The Question means, as to any Aid to be given to Government beyond a stipulated Rent?

A. It is certainly understood that no such Aid could be required.

Q. Has that been understood from any particular Time, in consequence of any particular Order from the Court?

A. I really do not recollect; I do not remember any Stipulation of the Kind in the Lands that were held immediately under the Company's Provinces.

Q. (*By a Lord*) Whether you heard, when you were in India, that Cheit Sing himself ever complained of having been injuriously deposed?

A. I really do not know any Thing about it; it passed long before I went to India; and I made no Enquiry about it.

Q. (*By a Lord*) Does your Lordship know whether or no the Military Establishment and Power of the Begums of Oude, during the Government of Mr. Hastings, were or were not so very considerable as to be dangerous to the British Government in India, supposing the said Begums to have been disaffected to the British Government?

A. I really do not know; I never heard.

Q. (*By a Lord*) Whether, from your Knowledge of India, it did not require great Exertions and Firmness of Mind, to put an End to that Confederacy which was formed against the British Power in India?

A. Undoubtedly it did.

Q. Whether, in putting an End to that Confederacy, Mr. Hastings did not render very essential Services to his Country?

A. Undoubtedly.

Q. (*By a Lord*) Whether your Lordship knows officially the Ground of that Confederacy against the British Government?

A. I certainly read a great deal before I went to India relative to the Origin of the Maratta War; but I believe most of the noble Lords here received the Information in the same Manner as I did, and know quite as much about it as I do.

Then the Managers for the Commons desired William Larkins Esq. might be called in.

WM. LARKINS Esq. was accordingly called in; and being sworn, was examined as follows:

Q. In what Name and Capacity did you serve the East India Company in Bengal?

A. I served as Accountant General of Bengal for some Years.

Q. Whether you did serve in that Capacity during the Government of Mr. Hastings?

A. I did.

Q. Inform the Court, whether you did not also keep certain Accounts of Mr. Hastings relative to his private Affairs, and relative to private Transactions with the Natives of India?

A. I did superintend generally the Arrangement of Mr. Hastings's private Accounts.

Q. Were not Mr. Hastings's private Books of Account in your Possession?

A. They were.

Q. How long did you continue in Possession of those Books?

A. When Mr. Hastings left Bengal I delivered into his Possession his private Books.

Q. Were they all delivered—his Ledgers, Journals, and Cash Books?

A. To the best of my Knowledge and Belief they were.

Q. Where were they delivered to Mr. Hastings?

A. On Board the Berrington.

Q. Was that the Ship in which Mr. Hastings took his Passage?

A. It was.

Q. Why were they not delivered to Mr. Hastings before?

A. Because I had Business to do with them to the last Moment that I was with Mr. Hastings.

Q. Did Mr. Hastings order you to deliver up those Account Books to him, as a Thing of Course?

A. I delivered them into his Possession without any particular Order.

Q. Can you undertake to say you had no Order to that Purpose from Mr. Hastings?

A. At the Distance of Nine Years I cannot take upon myself to say, whether I had or had not such an Order.

Q. Did you retain any Copies of those Books of the several Entries, specifying the Receipt and Application of the several Sums of Money mentioned in your Letter of August 5, 1786, to Mr. Nevaynes, and in the Papers annexed to that Letter?

A. I cannot say whether or not Mr. Hastings's Books do contain any Entries regarding those Papers.

Q. From

(2726)

Q. From what Books then did you take the several Matters contained in that Letter, and the annexed Papers?

The Counsel for the Defendant objected to the Question.

The Managers for the Commons were heard in Answer to the said Objection.

The Managers for the Commons were asked, whether the Letter with respect to which the Question was put, was not an Exhibit on the Part of the Prosecution.

The Managers for the Commons stated that it was.

The Managers for the Commons were informed, that the Rule had been given upon that Point, namely, that Evidence in Reply must be to Matter originally offered on the Part of the Defendant.

Then the following Question was put to the Witness :

Q. At what Time did you arrive in England?

A. I landed at Dover on the 27th of September last.

Then the Managers for the Commons were heard, to state other Grounds upon which they contended that it was competent to them to examine the Witness at large in the same Manner as if he had been in England before they had closed their Case on the Part of the Prosecution.

The Counsel for the Defendant being heard in Answer to the said Objections,

The Witness was examined as follows :

Q. How long had you resided in India before you returned to England?

A. Above Twenty Years.

Q. Without Intermision during that Time?

A. Without Intermision from India.

The Witness was directed to withdraw.

Then the House adjourned to the Chamber of Parliament.

Die Luna, 14 Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said;

"Gentlemen, Managers for the Commons, and Gentlemen of Counsel for the Defendant, I am commanded by the House to inform you that it is not competent for the Managers for the Commons to examine the Witness in Relation to a Letter of the 5th of August 1786, from the Witness to William Devaynes Esquire, One of the Directors of the East India Company, produced as Evidence in Chief by the Managers for the Commons."

Then WILLIAM LARKINS Esquire was again called in, and examined, as follows:

Q. Did you apprise, or cause to be apprised, Mr. Hastings, or any of his Friends, of your probable Departure from India?

A. I did not.

Q. I desire to know, whether you had any Conversation with Mr. Hastings, or any of his Friends, relative to the Subject Matter of what you had been examined to before the Committee of the House of Commons, or which you might be probably examined to before this Court?

A. I certainly have conversed with Mr. Hastings, and his Friends, upon that Subject.

Q. Do you remember what passed upon that Occasion, or upon those Occasions?

The Counsel for the Defendant observed, That the Question last put seemed to fall under the same Head of Objection as the House had already decided upon; but to save the House and the Managers some Trouble, they begged leave to state, That when the Objection was taken by them to the Examination of Mr. Larkins, it was in the confident Hope that no possible Doubt could be entertained respecting the real and sole Object and Motive for making that Objection; but that so much had been said, and industriously circulated, respecting the Nature of Mr. Larkins's Testimony, if it were adduced, and the Motives operating upon Mr. Hastings if he resisted it, that, any longer to forbear bringing those Assertions to the Test of Proof, might perhaps seem to justify the Insinuations which had been cast out against the Defendant, of shrinking from Enquiry, and dreading the Result of it: Under those Circumstances therefore Mr. Hastings did not hesitate upon the Part he ought to take, anxious as he was for the Close of this long Trial; but more anxious for the entire Vindication of his Honour and Character from every possible Suspicion that might be cast upon it; at the same Time relying on the Justice and Humanity of the House to prevent this or any other Proceeding from having the Effect of postponing the further Continuance of the Trial for another Year, Mr. Hastings waived any further Objection to the Examination of Mr. Larkins; and consented to the full Scope of that Examination which the Managers for the Commons would have been entitled to in a proper Stage of the Trial.

Then the Question was read to the Witness; viz.

Q. Do you remember what passed upon that Occasion, or those Occasions?

Then the preceding Question was read to the Witness.

Q. Whether you had any Conversation with Mr. Hastings, or any of his Friends, relative to the Subject Matter of what you had been examined to before the Committee of the House of Commons; or which you might probably be examined to before this Court?

A. I did not think myself precluded from acquainting Mr. Hastings's Solicitor of the general Scope of the Questions which had been put to me by the Managers and the Committee.

The Managers for the Commons were informed, That an Objection having been made to the Examination of the Witnesses at large, and the Judgement of the Court upon it having been solemnly given, it would be necessary to enter the express Admission of the Counsel upon the Minutes.

The Managers for the Commons informed the House, That they protested against receiving the Examination of the Witnesses as a Matter of Indulgence, but claimed it as Matter of Right, as long as the Trial was open, and the House not gone to the Chamber of Parliament, to give any Evidence to discover the Truth.

Q. (By the Managers.) Whether you retain any Copies of Mr. Hastings's private Books which you delivered to Mr. Hastings on Board the Berrington, specifying the Receipt and Application of the several Sums of Money mentioned in the Letter to Mr. Devaynes, in the Year 1786, and in the Papers annexed to that Letter?

A. Before I answer that Question, I must observe that a similar Question has already been put to me by the Honourable Managers, by which I was misled. The Question to which I allude assumed a Circumstance for a Fact which is not Fact. The Question supposes that Mr. Hastings's Books do contain a Specification of these very Papers which I furnished Mr. Devaynes with, by the Express Application of Mr. Hastings. The Fact is otherwise; Mr. Hastings's private Books do not contain any such Specification. I have no Copies of Mr. Hastings's Books; and I should have thought myself a base Man, if I had endeavoured to retain Copies of the private Transactions of another Individual, who had reposed his Confidence in me.

Q. Whether there were in these Books any Entries or any Specification at all, of the several Sums of Money stated to be taken by Mr. Hastings from various Persons in India?

A. Does the Question mean the Sums stated in the Account which I drew out on the 5th of August 1786, or some Time in that Month?

Q. It does.

A. I do say that Mr. Hastings's Books contain no Entry of the Kind.

Q. From what Books did you take the several Matters contained in that Letter and the annexed Papers?

A. I took the Information from Papers which I had drawn out in the Month of May 1782, and which remained in my Possession.

Q. Are you to be understood that you took your Information from your own Papers only, without any Documents to support what is stated in them?

A. I also referred to the Company's Books, and endeavoured, as far as lay in my Power, to afford the Information required of me by Mr. Hastings.

Q. Whether or no the Receipt of the several Sums of Money stated in that Paper, and the Names of the Persons from whom they were received, are entered in the Company's public Books?

A. Such Sums as were paid into the Company's Treasury, of course are entered in the Company's Books.

The Question and Answer were read to the Witnesses.

The Witnesses added,

A. And of Course the Names of the Persons by whom the Payment was made.

Q. Whether the Persons from whom this Money was taken, were entered in the public Books of the Company?

A. Does the Question mean the Persons from whom the Money was in the very First Instance received?

Q. Yes.—Is it entered in the Company's Books. Who were the Persons that gave Mr. Hastings that private Money that you speak of in your Letter of the Year 1786, and in the accompanying Accounts?

A. I really cannot say through the Hands of how many Persons that Money may have passed; I cannot mention the Names of all the Persons from whom all the Sums of Money ultimately paid in for Mr. Hastings in the Treasury, were received.

Then the printed Minutes, Page 1156, were shewn to the Witnesses, and he was desired to look at the Head of Dinagepore, and to say,

Q. From whom, in Dinagepore, did Mr. Hastings receive the Money, the Particulars of which are expressed there?

A. I know no other Name but that of Gunga Govind Sing, as applicable to the Question now put to me.

Q. Whether the Name of the Person for whom the Sum of Money was originally received, is entered in the Company's Books?

A. The Entry made in the Company's Books, is that for the ultimate Payment of it into the Treasury.

The Managers for the Commons desired the Question and Answer might be read.

The same were accordingly read by the Clerk.

The Managers for the Commons stated, that the Witnesses had not answered the Question.

The Managers for the Commons were informed, That the Witnesses appeared to have expressed that the Company's Books only specify the Hand that paid in the Money, and not the Persons from whom it was received.

The Witnesses said,

A. That is what I mean.

Q. (By Managers.) The Question is, whether or no, in the Treasury Book, there is or is not entered the Name of the Person from whom the Money was originally taken in Dinagepore; yes or no?

A. I rather think not,—I think not.

Q. Then the Name of the Person from whom the Money was received in Dinagepore is neither entered in Mr. Hastings's private Books, nor in the public Books of the Company?

A. I conceive the Fact to be so.

Q. From whence then did you take the rough Drafts, as Vouchers for the several Sums of Money contained in the Accounts transmitted by you in the Year 1786?

A. I took them from Memorandums which I made on or about the Time of drawing out the Letter of the 22d of May 1782, and from References which I made to the Company's Books, to supply any additional Information that I thought might be satisfactory.

Q. Then from whence did you take those Particulars of the Money received which are not entered in the Company's Books?

A. From the Memorandums.

Q. What Memorandums?

A. The Memorandums made on or about the 22d of May 1782.

Q. By whom?

A. By myself.

Q. From whom, and by what Authority, or from what Information, when they neither were in Mr. Hastings's private Books, nor in the public Books of the Company?

A. There appears to be a Number of Questions combined in One, I would rather have them separately stated to me.

The Managers for the Commons desired the Question might be read.

The Question was accordingly read by the Clerk.

A. I took them from Cantoo Baboo, from Mr. Hastings's Moonshy, from Mr. Hastings himself, and I believe no other Persons; I do not recollect any other Persons: I beg the next Branch of the Question may be read.

Q. By what Authority?

A. By the Authority of Mr. Hastings.

Q. From what Information?

A. From the Information of the Persons whose Names I have already stated.

Q. Then you have had your Information from Three Accounts, kept by Three several People?

A. I believe Mr. Hastings to have kept no Account of the Kind, he was not in the Habit of keeping his Accounts; Cantoo Baboo read over to me a Bengal Paper, and I wrote down, as far as my Judgement went, a Translation of it in English; the Moonshy did the same with respect to another Paper; there were Two Papers, the One read over to me by Cantoo Baboo, the other by Mr. Hastings's Moonshy.

Q. Were they in the same Language?

A. They were not; the One was in the Bengal Language, the other in the Persian Language.

Q. Are you Master enough of the Bengal Language and Book-keeping to be able to make out an Account in that Language?

A. I cannot read the Bengal Language, but if it is read to me by another Person, I think I should understand enough, generally, of what he read, to translate it in Matters of common Connection.

Q. But

Q. But you did not read the Paper yourself?

A. I did not because I could not.

Q. Can you answer for the Authenticity of the Account in a Paper which is only read to you, and which you cannot read?

A. I certainly had no Doubt of the Credit that might be placed in the Paper read to me upon such an Occasion, by such a Person, in the Presence of such Parties.

Q. Then are you to be understood that Mr. Hastings had previously perused that Account presented by Cantoo Baboo in the Bengal Language, to your Knowledge?

A. I never saw Mr. Hastings peruse it.

Q. Did Cantoo Baboo produce this Account from a regular Book kept by him, or was it a detached Piece of Paper?

A. It was a detached Piece of Paper put into Cantoo Baboo's Hands by Mr. Hastings.

Q. Then you will consider how you can say that Mr. Hastings kept no Accounts of those Transactions, when he delivered a Paper himself as an Account to his Agent Cantoo Baboo?

A. I mean by keeping Accounts, the forming and drawing out of Accounts, not the bare Possession of an Account.

Q. Then are you to be understood, that the Authority for that Account read by Cantoo Baboo was Mr. Hastings himself?

A. Mr. Hastings certainly, by what passed on that Occasion, himself authorized me to consider the Account as an Account on which I could place Credit.

The Question and Answer were read to the Witnesses.

The Witnesses said,

A. Does the Question mean, by using the Term ' Authority,' the Person who drew out the Account; because, if it does, it could not be Mr. Hastings.

Q. The Fact is, that you have said that Mr. Hastings gave Cantoo Baboo that Paper, that it was not taken from an Account Book produced by Cantoo Baboo, but that Mr. Hastings put that Paper into your Hands; the Question is, whether we are not to consider the Authority of that Account as resting upon Mr. Hastings?

The Counsel for the Defendant objected to the Question.

The Witnesses said,

A. I hope I am not to swear to the Honourable Managers Inferences; I am to swear to my own.

Q. Who produced the Paper Account which was kept in the Persian Language?

A. I am not quite certain whether the Moonshy produced it himself, or whether Mr. Hastings gave it to the Moonshy, at least I am not so clear of that Fact as I am of the other.

Q. Whether that Paper presented by the Persian Moonshy, was taken from any Book of Account kept by the Persian Moonshy, or produced as a Voucher of it?

A. It was a detached Paper, not Part of a Book.

Q. Then all the Accounts which you had of these Transactions concerning the private Receipt of Money were taken from separate Papers, in different Languages; One presented by Mr. Hastings to his Agent, the other presented by a Persian Secretary or Moonshy, you not knowing or recollecting whether it originally came from Mr. Hastings or not; are you exactly comprehended or not?

A. Certainly it was so.

Q. Whether the original Paper N^o 1, Duplicate Copy of Particulars, &c. mentioned in Folio 1156 of the printed Evidence of the Trial, was taken from any of these Papers?

A. It was taken from One of them.

Q. From which?

A. The One produced by Mr. Hastings, and delivered to Cantoo Baboo.

Q. Then do you, or do you not, remember whether any Thing of these Transactions appear upon Mr. Hastings's private Books?

A. They do not.

Q. Whether Mr. Hastings communicated to you any Particulars of these Accounts, before they were received from Cantoo Baboo at the Time specified by you?

A. I do not recollect that he did; not before that Day; we might have had some Conversation before Cantoo Baboo came in.

Q. Do you recollect that Mr. Hastings did mention them, and which?

A. I cannot speak to the Particulars of a Conversation which happened near Twelve Years ago, further than what I have already done.

Q. Did Mr. Hastings mention to you any Thing of those Particulars, at or about the Time when the Sums of Money were stated to be received, that is, the Year 1786, for Dinagepore?

A. Mr. Hastings did not.

Q. Do you recollect that Mr. Hastings did at all mention to you any Thing of a Sum taken by him, in and for the Province of Dinagepore, to the Amount stated in the Account?

A. I cannot answer that Question any more than I have already done; I do not recollect what Conversation passed between Mr. Hastings and me upon that Subject.

Q. Then Mr. Hastings did not specifically inform you, before the 22d of May 1782, any Thing at all relative to this Sum of Money?

A. Not respecting the Persons from whom the Money was received.

Q. Whether the First Account you ever received of them, was not from Cantoobaboo?

A. The First Occasion upon which I became particularly acquainted with these Transactions, was that already stated to the House.

Q. Why were the Names not mentioned in the Account; that is, the Names of the Persons from whom the Money was received?

A. I really cannot answer that Question.

Q. Whether it is usual, in keeping an Account of the Receipts of Money, not to state from whom those Sums were received?

A. Different People observe different Rules upon such Occasions. With respect to the particular Instance alluded to, I did not ask any Questions of Mr. Hastings respecting the Names of the Persons from whom the Money had been received; had that Point been essential to my Information, if I had asked it of him, I have no Doubt but what he would have given it me.

Q. Whether you was not Accountant General in India, and are not a Person conversant in Accounts?

A. I was several Years Accountant General at Bengal, and I ought to be conversant in Accounts. I was not upon this Occasion employed as Accountant General.

Q. Whether or no the Company's Account Books were kept in that Manner; that is to say, Sums of Money stated to be received therein, without stating from whom they were so received?

A. The usual Practice of keeping public Books of Accounts certainly requires the Precision stated by the Question; but this is an Account of a very different Nature,—a detached Account.

Q. Whether you know or have heard of any Private Merchant's or other Dealer's Books being kept in that Manner?

A. I have already said the Account alluded to was not Part of a Book.

Q. Then say, since the Money was so accounted to you, whether that is the Mode in which you account for the Company's Money; whether, if you considered this as the Company's Money, you would think this a proper Mode of accounting for it?

A. It would depend upon the Directions that I received, when such an Account was sent to me to be entered in the Company's Books, to what Degree I should carry the Precision of the Entry.

Q. Whether these Particulars were ever entered in the Company's Books?

A. I believe not.

Q. Did you ever receive any Direction to make any public Entry of them?

A. I never did.

Q. With the Account which you received from Mr. Hastings that makes up the Sums, did you receive Directions to enter them in a different Manner from other Articles of Account?

A. I did not; they are Papers that are mere Translates: The Accounts were not kept by me.

Q. Why did you enter these Accounts in a different Manner from other Entries in the Company's Books?

A. I have already said that I did not keep the Accounts; I merely translated them. I am not responsible, at least I hold myself not responsible, for the Form in which the Accounts were drawn up.

Q. Whether you ever asked Mr. Hastings any Question when you was making up this Account concerning the Person from whom he received it?

A. I certainly did not.

Q. When you was making up this Account, whether you considered it as making up an Account of the Company's Money?

A. I considered myself as employed in drawing out an Account of Money which might eventually be the Property of the Company, but which was not so until they had determined that it should be so.

Q. Did Mr. Hastings tell you upon what Occasion, or for what Cause he received this Money from some Person unknown?

A. Mr. Hastings did not.

Q. Did you ever ask Mr. Hastings that Question?

A. I did not.

Q. Why did you not ask him, when you was making up the Account, that obvious Question?

A. I did not then think it necessary that I should ask the Question.

Q. Why did you think so?

A. Because it did not appear to me to be necessary.

Q. Whether you was not on good Terms with Mr. Hastings; and by having the Superintendency of his private Affairs, and keeping his private Books, had not a Right to consider yourself as a Person in Mr. Hastings's Confidence?

A. I certainly did consider myself in the Confidence of Mr. Hastings; and I have not a Doubt that any Question that I should have put to him regarding these Transactions would have been fully answered to me by him.

Q. Did it not amount to a large Sum of Money?

A. It did.

Q. Did not the Money stated to have a Security given for it amount to Four Lacks of Rupees?

A. It did.

Q. Whether Cantoo Baboo received that Money for Mr. Hastings, or kept any Account of it?

A. I believe he did not.

Q. Who did?

A. Gunga Govind Sing.

Q. Whether you are acquainted with the Reasons why, when Mr. Hastings was making up an Account with the Company, he did not call the Person who kept the Account, but a Person who did not keep it?

A. I really cannot answer that Question; but I believe that if Gunga Govind Sing had been present, he would have given it to him as soon as to Cantoo Baboo.

Q. The Question is as to your Knowledge, whether you know what the Cause was?

A. I do not know what the Cause was.

Q. Was Gunga Govind Sing ever called to an Account before you, concerning the Sum of Money which passed through his Hands?

A. He was not.

Q. Not in 1782?

A. I am speaking already of 1782.

Q. Was he in 1786?

A. Mr. Hastings was not in India in 1786.

Q. Whether any Directions were given by Mr. Hastings to you, to call upon Gunga Govind Sing, who kept that Account, to verify it, or explain it in any Particular?

A. None.

Q. Do you know if Mr. Hastings gave a Direction to anybody else to call upon Gunga Govind Sing, to make up that Account?

A. I do not.

Q. Whether Gunga Govind Sing did voluntarily offer himself to make up that Account with you, in either of your Capacities as Keeper of Mr. Hastings's private Books, or as Public Accountant General of the Company?

A. He did not.

Q. Did Gunga Govind Sing, or any One for him, give any Account of a Lack of Rupees, Part of that Sum by him received, which does not appear to have been paid to Mr. Hastings, or to the Company, and which is stated in your Account to have been in his Charge?

A. I never had any Communication with Gunga Govind Sing in my Life.

Q. Whether Mr. Hastings did, or did not, complain to you of Gunga Govind Sing's not giving a satisfactory Account of that Lack of Rupees?

A. It was not natural for Mr. Hastings to complain to me.

Q. Did he mention to you, or express any Dissatisfaction concerning Gunga Govind Sing's not accounting with him for a Lack of Rupees in which he was deficient?

A. Sometime after the 22^d of May 1782, I pointed out to Mr. Hastings the Circumstance of there being a Balance in the Charge of Gunga Govind Sing, of the Account upon which I am now interrogated. Mr. Hastings seemed much concerned, when he told me that Gunga Govind Sing pretended that he had applied it in giving of Diamonds or Jewels to Mrs. Wheeler, in the Absence of Mr. Hastings.

Q. Whether Mr. Hastings called upon Gunga Govind Sing, to recover the Diamonds or other Jewels which, in Mr. Hastings's Absence, he had taken upon him to give from Mr. Hastings's Money, for which he proposed to account to the Company, to Mr. Wheeler?

A. I do not know that he did.

Q. Was not the Balance so applied in the Purchase of Jewels Nine or Ten thousand Pounds, or something to that Amount?

A. I can only speak as to the Balance; I am not swearing to its having been so applied.

Q. Was not the Balance so stated?

A. The Balance is 97,662 Rupees.

Q. Is not that Ten thousand Pounds, or thereabouts?

A. I believe it is.

Q. Who is Mrs. Wheeler, to whom Gunga Govind Sing gave that Sum of Money?

A. Mrs. Wheeler is the Widow of Mr. Wheeler, a Member of the Administration of the Government in Bengal.

Q. You mean One of the Council?

A. Yes.

Q. Was not Mr. Wheeler the only Member of the Council remaining at Calcutta at the Time when Mr. Hastings went up, in the Year 1781, to the Upper Provinces?

A. I believe he was.

Q. What Measures did Mr. Hastings take to oblige Mrs. Wheeler to refund that Money to the Company?

A. I know of none.

Q. What Measures did he take to make Mrs. Wheeler refund that Money after Mr. Wheeler's Death?

A. I know of none.

Q. What Measures did Mr. Hastings use to make Gunga Govind Sing account for a large Sum of Money laid out without his Consent, in Presents to the Wife of the only other Member of Government then in Calcutta?

A. I believe that, in Effect, I have answered that Question before; I know of none.

Q. Then do you know that Gunga Govind Sing, or Mrs. Wheeler, have ever accounted with the Company for One Shilling of that Sum?

A. I do not.

Q. Whether you ever saw the Caboodleat or Agreement which is stated to have been made by some Person anonymous in Dinagapore with Mr. Hastings for the Payment of these Four Lacks of Rupees?

A. I never did.

Q. Can you undertake to say, whether or no the Caboodleat might not have been for a still greater Sum?

A. I cannot take upon myself to swear any Thing respecting a Paper that I never saw.

Q. Do you know why Mr. Hastings, having received a Caboodleat for certain Sums of Money, in which his Agent Gunga Govind Sing was concerned in the Receipt, and fell into Balances, never took any Measures to produce the Caboodleat, or to force Gunga Govind Sing to produce it?

A. I do not.

Q. Whether you know that, as Gunga Govind Sing took this Caboodleat, which was never communicated to you, he might not, or actually did not, take other Caboodleats from other Persons in the same Province?

A. I really know of none: What Gunga Govind Sing might have done, or could have done, I cannot take upon myself to swear.

Q. Whether

Q. Whether you have Reason to know that the Transactions of Gunga Govind Sing, in taking Cabooleats in the Province of Dinagepore, were confined to these Four Lacks of Rupees?

A. I cannot take upon myself to swear any such Thing.

Q. Whether, or no, a Person of the Description of Canroo Baboo, in the Secrets and Confidence of Mr. Hastings, going into a Province, might not levy Contribution at his Pleasure in that Province?

The Counsel for the Defendant objected to the Question.

Q. To whom was this Money from Gunga Govind Sing paid?

A. Which Money?

Q. The Money of Dinagepore;—there was a Balance of Two Lacks upon it; One you have accounted for; to whom was the Rest paid?

A. I do not know that it was paid.

Q. Was it ever paid?

A. I do not know:—I believe I am incorrect; I believe that, of this Lack of Rupees Part was received by Mr. Hastings in his Way up the Country.

Q. Which Lack do you mean; do you mean the Lack of Rupees that was given to Mrs. Wheeler, or another Balance on this Cabooleat?

A. The Balance of the Lack stated in Page 1157 of the printed Evidence.

Q. You do not mean the Balance of the Lack that was given in Presents to Mrs. Wheeler, but some other Balance?

A. In the Statement N^o 1, at the Conclusion of it, the Dinagepore Peshcush is stated at Four Lacks; there appears to have been Three Lacks received, and there appears to be a Balance of One Lack due; of that Lack Fifty thousand Rupees were, I believe, received by Mr. Hastings while he was at Morshedabad, in his Way up to Benares; that is the Balance to which I allude.

Q. Whether Mr. Hastings told you that the Sum of Money received up the Country, was Part of that Balance?

A. Mr. Hastings did not; I drew that Conclusion from the References which I made in August 1786.

Q. Then you had no precise Information from Gunga Govind Sing, upon that Subject, in 1786?

A. I never had any Conversation with Gunga Govind Sing in my Life.

Q. Then had you that from any other Person who is stated to have paid it to Mr. Hastings?

A. I rather think that it is an Inference which I drew from the References which I made to the Company's Books and Records at the Time that I wrote the Letter to Mr. Devaynes.

Q. What did you find upon the Company's Books and Records, relative to that Sum of Money as being a Part of the Money received from Gunga Govind Sing?

A. I cannot, at this Distance of Time, say what particular Circumstance led me to form the Inference; I did form the Inference, and I believe it at this Moment.

Q. Whether Mr. Hastings ever told you so?

A. I will not swear that Mr. Hastings did not; but I do not recollect that he did.

Q. Consider whether you did not state a Part of this Money in that Account to have been paid to Mr. Croftes?

A. Two Lacks of the Three received by Gunga Govind Sing were paid by him to Mr. Croftes, who was then Sub-Treasurer.

Q. Whether you know that Mr. Croftes called upon Gunga Govind Sing to verify his Account?

A. I do not.

Q. Whether Mr. Hastings ever assigned to you any Reason why, in a Transaction of a private Nature between him and Gunga Govind Sing upon a Matter of Account, he did not call upon the real Receiver and the real Accountant to verify his Account?

A. I cannot say why.

Q. Did Mr. Hastings call upon Mr. Croftes, who is said in that Account to have received the Money from Gunga Govind Sing, for any Account?

A. I do not know that he did.

Q. Do you know the Parties to the Dinagepore Cabooleat?

A. I have already sworn that I never saw the Cabooleat.

Q. Did

Q. Did you learn by any other Means, at any other Time, who were the Parties to that Caboolat?

A. I did not.

Q. Has Mr. Hastings ever told you, or confided to you, the Name of the Person from whom he received that Caboolat for Four Lacks of Rupees?

A. He has not.

Q. Do you, at this Hour, know from whom this Money was received; and upon what Account?

A. The Money is stated to have been received for a Peshcush from Dinagepore; that Peshcush may have been to be paid by One or by One hundred People for any Thing that I know; I never saw the Caboolat.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk.

The Witness said,

A. I have already stated that a Sum of Money received from Nundoolol appeared to be Part of the Caboolat of Dinagepore; and I have no Doubt but what Nundoolol must have been One of the Parties to the Caboolat; but I cannot swear that he was so, because I never saw the Caboolat.

Q. Whether you know that Nundoolol has any Connections, and what, in the Province of Dinagepore?

A. I cannot state what Nundoolol's Connections were in Dinagepore.

Q. Do you know that Nundoolol had any Connections at all in Dinagepore, or belonged to that Province, directly or indirectly?

A. He must have had some, but what they were I cannot say.

Q. Why do you say that he must?

A. The Circumstances that induce me to form the Supposition of the Fifty thousand Rupees appertaining to the Four Lacks, induce me to suppose that Nundoolol must have had some Concern in the Dinagepore Peshcush.

Q. Do you know why Nundoolol was to pay any Thing on the Account of the Province of Dinagepore by the Name of Peshcush, or otherwise?

A. I never saw any Engagement from Nundoolol to pay a Sum of Money on Account of the Dinagepore Peshcush: It does appear that a Sum of Money was received from Nundoolol by Mr. Hastings while at Morshedabad, in his Way up to Benares.

Q. Is it entered in the Account as Money received on Account of this Dinagepore Peshcush?

A. I believe not; but the Company's Books will shew.

Q. Whether Mr. Hastings ever told you that this Money was Part of the Dinagepore Peshcush?

A. I have already said that I believe he did not; but I will not take upon myself to swear that he did not do it.

Q. Then you have no Reason to believe that this Sum of Money was upon Account of Dinagepore, except Conjecture?

A. The Information which I have is certainly conjectural.

Q. Whether you know that Nundoolol is One of the Persons who paid Money upon Account of Gunga Govind Sing to Mr. Hastings?

A. No further than I have stated.

Q. Whether you had any Acquaintance with Nundoolol; and heard from him that he paid it upon Account of Gunga Govind Sing?

A. I had no Acquaintance with Nundoolol, and I did not hear any such Circumstance from him.

Q. Whether, as this Money was received at Morshedabad, you can undertake to say that it was not received upon some other Account, from a Person or Persons at Morshedabad?

A. I cannot; but I have no Doubt of the Money having been received exactly in the Way that it was stated.

Q. Was not Nundoolol at that Time under Charges of Misconduct in certain other Provinces?

A. I cannot take upon myself to swear either that he was or was not; I have no Recollection of it if it was so.

Q. In what Name or Capacity did Gunga Govind Sing receive Money in the Name of Mr. Hastings, in the Province of Dinagepore?

A. I really cannot answer that Question.

Q. Had he any Office which gave him Authority within the Province of Dinagepore?

A. I do not know that he had.

Q. What was his Office at that Time, that is, in the Year 1786?

A. I really cannot take upon myself to swear what Office he had; my Concern with the Company's Business did not afford me an Opportunity of becoming acquainted with such Circumstances.

Q. What Year of our Lord does the Year 1786, English, correspond with?

A. I certainly cannot take upon myself to swear that.

Q. As near as you can, you know the Company's Months, whether you do not think it corresponds with the Year 1779, or the Beginning of 1780 of our Lord?

A. The House can have better Evidence upon that Subject than I can give them; I do not believe it does materially differ from it; I do not like to swear to Things that I do not accurately know.

Q. What Office did Gunga Govind Sing hold at that Time in any Part of the Country?

A. I believe Gunga Govind Sing to have been at that Time Dewan of the Committee of Revenue; what Authority that gave him at Dinagepore is more than I can take upon myself to swear.

Q. Whether you recollect certain Bonds taken by Mr. Hastings for Money from the Company?

A. I do.

Q. For Two Lacks of this Money, N^o 1539 and N^o 1540?

A. I do recollect that such Bonds were taken by Mr. Hastings.

Q. Do you recollect the Time of taking of them?

A. Mr. Hastings applied for those Bonds sometime in the Month of January 1781.

Q. Do you recollect the Dates and Numbers of the Two Bonds?

A. One of the Bonds is dated the 1st of October 1780, N^o 1539; the other, N^o 1540, is dated the 2d of October 1780.

Q. Were there no Bonds taken before this; do you know of the Time of the taking of the First Bonds of Mr. Hastings from the Company?

A. Is the Question meant to be confined to the Bonds relative to the Account N^o 1, Page 1156 of the printed Minutes.

Q. When did you first come to know that Mr. Hastings took Bonds from the Company?

A. Mr. Hastings took Bonds from the Company very soon after his Arrival; it is a general Question. If the Question means the Bonds taken for the Two Lacks, stated by the Account N^o 1, stated in Page 1156 of the printed Minutes, as paid on the 18th and 19th of August, to Mr. Croftes, I say that these Bonds were not received until on or after the 5th of January 1781.

Q. How were they entered in the Company's Books, and at what Dates do they there stand?

A. They are entered on the 15th of January 1781.

Q. What are their Numbers and Dates?

A. N^o 1539, dated 1st October 1780; N^o 1540, dated 2d October 1780, each for the Sum of current Rupees One Lack, 16,000, or Siccas One Lack.

Q. How came they to be antedated?

A. Mr. Hastings, as I have already said, applied for these Bonds by a Letter, bearing Date the 5th of January 1781.

Q. At what Time was the Money paid in for which these Bonds were given?

A. The 18th and 19th of August, and the 11th of August.

Q. To what Times do these correspond in our Reckoning?

A. The 1st and 2d of November 1780, and the 23d of November 1780: I answer that from my Letter.

Q. Then the Question is, as this Money is supposed to be received on the 1st and 2d of November 1780, how it comes that it is not put in the running Treasury Account at that Period?

A. Because there was no Order of Council granted for that Entry, until on or after the 5th of January 1781.

Q. Did you never enter any Money without a particular and special Order from the Council, when that Money was actually received?

A. I was not the Treasurer.

Q. As you were in the Confidence of this Transaction, do you know that it is usual for the Treasurer to enter up any Sums of Money in the Company's Account at any other Times than those at which

which he has received them, from your Knowledge of the Manner of keeping the Books in the Treasury of Bengal?

A. It certainly may have happened that the Entries were not made on the very Day that the Money was either received or paid.

Q. Whether it is a Custom not to make such Entries without an Order of Council, according to your Knowledge of the Way of keeping Accounts in the Treasury?

A. It is certainly usual to require an Order of Council for such Entries, but I cannot swear that that Order was never broken through.

Q. Do not you believe that it has been broken through?

A. I have no Doubt that it has many a Time.

Q. Whether Mr. Hastings told you at the Time of taking those Bonds what his Reasons were for antedating them; the Account having been made up in January, and the Bonds bearing Date so early as the October before?

A. The Payments having been made upon the Dates which the Bonds bear, if Mr. Hastings was entitled to receive the Bonds, of Course he was entitled to receive Interest from the Day on which the Payments were made.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk.

The Witness said,

A. I might have answered that Question simply, by stating that he did not; but I have given my Reason.

Q. Whether Mr. Hastings told you what his Reasons were for antedating these Bonds?

A. Mr. Hastings did not tell me any further than as I have stated. He applied for Bonds, bearing Date on those very Days when the Payments were made.

Q. Do you know that the Payments were made on those Days, and how?

A. I have no Doubt that they were; but I cannot swear that they were; I did not see the Money paid from One Person to another.

Q. Whether Mr. Hastings told you, or gave you any Reason why, he chose to antedate the Bonds?

A. He did not.

Q. Whether you know that the Money for which Mr. Hastings took these Bonds was the Money of the Company, and not the proper Money of Mr. Hastings?

A. I am not to decide that Question.

Q. Whether it was the Company's Money, or not?

A. I now know, and I have known for some Time indeed, that Mr. Hastings submitted the Property of that Money to the Company to decide upon.

Q. When did you First know that; and how did you know it?

A. I knew it First on or about the 22d of May 1782.

Q. Whether you did not send Home the Interest Journal of 1780-81, by the Nancy, on the 22d of February 1782?

Then a Book was shewn to the Witness; and he said,

A. It appears to have been closed on the 22d of February 1782.

Q. Whether, in that Interest Journal, Interest is not charged in Favour of Mr. Hastings upon the Bonds, N^o 1539 and N^o 1540, as paid or due to him?

A. The Interest is stated upon them from the Day of their Date to the Day of closing the Books; no Interest became due until One Year after a Bond was dated; One Year had not elapsed when these Books were closed.

Q. Then he could not have received the Money, though due before the Time of the Transmission of that Book?

A. The Money was not due at the Time of closing this Book.

Q. Not payable you mean?

A. Not payable.

Q. Is the Company debited for Interest to him on those Bonds in that Book?

A. The Company is debited.

Q. When was that Book transmitted? when did you send Home that Book?

A. It is marked as having been received in England, by the Nancy, on the 24th of July 1782; and I do not doubt the Fact being so,—but I cannot swear to it.

Q. When

Q. When was that Interest Journal transmitted?

A. Soon after the 7th of February 1782.

Q. Had Mr. Hastings informed you upon the 7th of February, or before, that the Money for which these Bonds were given, and the Interest charged, was not his Money, but the Money of the Company?

A. I do not know that he had; I do not recollect that he had.

Q. When Mr. Hastings informed you that he had taken Bonds from the Company, for Money which was not his, but the Company's, whether he told you why he had made use of that Deceit, or of that Mode of proceeding?

A. He did not assign any Reason to me why he took these Bonds.

Q. Whether you asked Mr. Hastings any Explanation of that Proceeding?

A. I did not.

Q. Did Mr. Hastings, at any Time after, explain to you why he acted in that Manner?

A. On the 22d of May 1782, Mr. Hastings wrote to the Court of Directors, and I believe told them that he could not at that Distance of Time; however, his Letter is before the House: He says, (a) 'I either chose to conceal the First Receipts from publick Curiosity, by receiving Bonds for the Amount, or possibly acted without any studied Design, which my Memory could at this Distance of Time verify,' &c.

Q. Whether he explained at that Time to you, the Nature and Cause of this Transaction?

A. I did not ask Mr. Hastings any Questions upon the Subject, further than what was necessary to drawing out the Accounts; he gave me the Answers without any Mistrust, or any Desire to conceal any Thing from me. I thought that I stated in the Account from Mr. Hastings, every Thing that was essential and necessary for the Information of those I wrote to. I may have erred, and I believe I am full as much culpable as Mr. Hastings can be, if there is any Deficiency; for I believe that I might have had any Information from him which he could have given at the Time.

Q. How do you know that Mr. Hastings did not designedly conceal from you these Particulars?

A. I certainly do not know that Mr. Hastings did attempt to conceal any Thing from me; and I do not believe that he did attempt it.

The Managers for the Commons desired the Question might be read.

The Question was accordingly read by the Clerk.

The Witness said,

A. I cannot know any such Thing; but I cannot, for a Moment, entertain a Suspicion of the Kind; my Knowledge of Mr. Hastings's Character does not warrant my forming such a Suspicion of him.

Q. Whether Mr. Hastings had confided to you any Thing relative to the taking of the Money, or from whom he had taken it, or on what Occasion, from the Day of his taking it to this Hour?

A. I consider all the Information that I have written upon the Subject as confided to me by Mr. Hastings, exclusive of what I drew out from References to the Company's Books.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk.

The Witness said,

A. I wish to answer the Question. On the 22d of May 1782, Mr. Hastings gave me all that Information which is stated in the Account, Page 1115 of the printed Minutes; I did not think any other Information necessary.

Q. Whether in that Information there were any of the Particulars that have been asked you?

A. The Papers entered in Page 1156 and 1157 of the printed Minutes also contain Information which I received on that Date by Mr. Hastings's Authority, and from him.

Q. Then you was informed of nothing but what appears in that Letter?

A. I cannot swear that I was not informed of more than I put into this Paper; how can I swear what was the Conversation that passed Twelve Years ago.

Q. Do you recollect any more?

A. I do not.

Q. Who wrote that Letter, who dictated it, you or Mr. Hastings?

A. Mr. Hastings; that is, the Original, the Letter of May 1782; he could not have written the Letter of 1786.

Q. How come you to charge yourself with any Deficiency or Imperfection in that Account or Letter, if Mr. Hastings himself was the Person who furnished the Materials of the Account, and who dictated the Letter?

A. I do not mean to charge myself with any such Imperfection; but I do say, that if it is imperfect, I am full as culpable as Mr. Hastings can be because I did not make it more perfect, as I had no Reason to suppose Mr. Hastings desirous that it should not be so.

Q. What Means had you to make it more perfect?

A. I did not think it imperfect.

Q. But if you had thought it imperfect, had you any other Means?

A. I should certainly have asked Mr. Hastings or Canteo Baboo, or the Moonshy, any Information which I did think necessary to make it more perfect.

Q. Did you ever consider yourself as responsible for this Account, in which you appear to be but a mere Translator? Have you not said to To-day, or something to that Effect?

A. I may have said so; and I believe to too.

Q. Did you find the Sums stated, for which these Bonds were given, and said to be disbursed by Mr. Hastings, in Mr. Hastings's private Accounts?

A. I did not.

Q. Had you, on the View of those Accounts, any Reason to consider this Money as the Company's, and not Mr. Hastings's?

A. After the 22d of May 1782, I never could have doubted that the Company might, if they pleased, have possessed themselves of these Sums of Money that are here made their Property.

Q. Whether, previous to that 22d of May 1782, you had Reason to conclude, from a View of Mr. Hastings's private Books, that that was Money belonging to the Company?

A. Mr. Hastings's private Books could not contain Sums of Money due to the Company, unless they were such as he acknowledged to be due to them from him.

Q. You are understood to have said that you do not recollect to have heard from Mr. Hastings the Circumstance of these Bonds belonging to the Company till the 22d of May 1782; are you rightly understood?

A. Yes.

Q. If Mr. Hastings had charged you to deliver up to the Company the Two Bonds of the 1st and 2d of October for a Lack of Rupees each, in the Event of his (Mr. Hastings's) Death, and had given you to solemn a Charge in favour of his Employers the Company, previous to the 22d of May 1782, do you think you could have forgotten so particular a Circumstance?

A. I certainly do not recollect having received such an Instruction from Mr. Hastings.

The Managers for the Commons desired the Question might be read.

The same was accordingly read by the Clerk.

The Witness said,

A. I hope it is not expected that I should swear that I might not have forgotten it; I certainly do not recollect having received it; that is all that I can swear upon the Subject.

Q. Whether you think it is a Circumstance that would have made an Impression upon your Memory?

A. Yes, I certainly think it would have made an Impression upon my Memory, but I certainly cannot take upon myself to swear positively, that Mr. Hastings did not give such an Instruction to me; if he did, I have forgotten it.

Q. Whether at any Time previous to the 29th of May 1782, any Indorsement whatever was made upon these Bonds, to your Knowledge?

A. On the 22d of May 1782, Mr. Hastings, in the Account which accompanies his Letter, says, that the Bonds remain with a Declaration upon them at that Time, of his having no Claim on the Company for the Amount either of Principal or Interest; I conceive that to have been virtually the First Indorsement upon the Bond.

Q. What do you call a virtual Indorsement?

A. Had the Bonds been in my Possession at the Time that I was drawing out that Statement, I have no Doubt but the Indorsements would have been put on them on that very Day; but I believe it is not an unusual Thing for a Person to say at the Commencement of a Letter, "I have inclosed such a Paper," whereas he cannot have done that until he has finished the Letter; and I believe the Difference between the 22d and the 29th of May to have been a Difference of the same Kind.

Q. Whether from a View of Mr. Hastings's private Accounts, you had not Reason to think that the Sum for which the Bonds were charged, was disbursed from his own private Cash?

A. I knew the Fact to be the contrary.

The Managers for the Commons desired the Witness to look at a Paper to refresh his Memory.

The Witness desired the Question might be read.

The Question and Answer were read by the Clerk.

The Witness said,

A. I adhere to that Answer notwithstanding, and request that a Question put to me, and my Answer, before the Committee of the House of Commons, may be noted.

Q. Did you know any Thing of that Bond Transaction until the 22d of May, whether you did not say that you knew the Bonds had been taken from Mr. Hastings for Sums which were charged as disbursed from his private Cash?

The Witness said,

A. I beg that it may be noted down.—I hope I am not to stand here liable to a very extraordinary Implication, of having said before your Lordships that which is different from what I have said before the Managers.—The Managers have a Copy of my Evidence; I have no Copy; I took no Memorandums; I was not afraid to give my Evidence to the Managers, and am not now afraid to give it to the Lords.

The Managers for the Commons stated, That the Paper was shewn to the Witness merely to refresh his Memory, not to discredit him.

The Witness said,

A. What I said to the Honourable Managers I did not say upon Oath; but I have no Objection of saying it again upon Oath, that I knew Bonds had been taken by Mr. Hastings for Sums which I did not perceive charged as disbursed from his private Cash; the Word “not” is left out here in this Copy that is shewn me, and it is a very material Word.

Q. Then you did not perceive it to be disbursed from his private Cash?

A. I have said so repeatedly; and I say so again.

Q. Whether it did not appear extraordinary to you, that Mr. Hastings had taken Bonds in the Month of January for Money to himself, when you saw no Sums in the private Accounts stated to be disbursed as from Mr. Hastings's private Cash?

A. It might have so appeared to me.

Q. But must it not have appeared to you very extraordinary?

A. It might have appeared so.

Q. Could it have appeared otherwise?

The Counsel for the Defendant objected to the Question.

A. I should have thought it very indelicate in me to have asked Mr. Hastings any Questions of a suspicious Tendency. Mr. Hastings was not obliged to give me his Confidence. As he gave it me, I contentedly received it. It was not for me to wring out of Mr. Hastings's Breast any Thing that he chose to conceal there.

Q. Was that the only Reason why you did not ask that Question?

A. I know of no other Reason that could have deterred me from asking him any Question of the Nature now put to me.

Q. Do you recollect at what Time the Indorsement was made on the Bonds, that Mr. Hastings had no Right or Title to that Money?

A. It was made on the Day on which the Indorsement bears Date; to wit, the 29th of May.

Then Mr. Hastings was heard to make a short Address to the House.

Then the House adjourned to the Chamber of Parliament.

Die Mercurii, 16^o Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons, they might proceed in their Reply.

The Managers for the Commons stated, That, before they proceeded to call Mr. Larkins again, in order that the House might better comprehend the Purpose for which they proposed to examine him this Day, they begged Leave to call to the Recollection of the House the Heads to which he was examined Yesterday.

The Counsel for the Defendant objected to the same.

The House informed the Counsel for the Defendant, That all the Managers for the Commons proposed to state, was the Heads to which the Witness had been examined, the better to explain the Purpose for which they were about to examine him.

The Counsel for the Defendant said, They did not object to the Managers for the Commons stating the Purpose for which they proposed to examine the Witness, but to their recapitulating the Examination of the preceding Day.

The Managers for the Commons informed the House, That Mr. Larkins having been stated to be a Person in the Defendant's Confidence, and to have been made acquainted by him with every Circumstance relating to the Transactions now in Question; they should next proceed, in their Examination of Mr. Larkins, to shew that he was not only not in the Defendant's Confidence, but, on the contrary, that the Defendant kept him in total Ignorance of the above Transactions.

WILLIAM LARKINS Esquire, was again called in, and examined, as follows:

Q. Who received the Dinagepore Money from Gunga Govind Sing?

A. Mr. Croftes, the Sub-Treasurer.

Q. How did Mr. Croftes enter this Money on the public Accounts?

A. Mr. Croftes was directed to carry the Amount to the Head of Secret Service, and to give a Bond in the Name of Mr. Hallings for the same—I have said a Bond, I mean Two Bonds.

Q. Whether it is usual in that Country to enter in the public Accounts Money received for the Company's Use, and to give Bonds for it to an Individual?

A. It is not a usual Thing.

Q. Whether you can give an Account why Mr. Croftes chose to act so irregularly in keeping Accounts of the Treasury Money?

A. Mr. Croftes received an Order of the Governor General and Council, for the Entries which he made in the public Accounts, regarding the Transaction in Question.

Q. Are you sure that Mr. Croftes never entered any Money upon Mr. Hallings's private Account, which was afterwards declared to be Money received on a public Account in the Treasury Books?

A. If I understand the Question rightly, the Instance upon which I am now interrogated exactly answers the Description given of it by the Right Honourable Manager.

Q. You will be pleased to answer it as you understand the Question?

A. I mean the Answer in the Affirmative, that he did upon this Occasion, and upon the other Occasions, for which Bonds were granted.

Q. Then are you to be understood, that at that Time it was not declared to Mr. Croftes that this Money was not upon a public Account?

A. It certainly was not declared to Mr. Croftes at that Time, that it was Money on a public Account.

Q. Then

Q. Then have you any Reason to believe that Mr. Croftes was more in the Confidence of this Transaction than yourself?

A. When I said it was not declared to Mr. Croftes, I meant publicly declared to Mr. Croftes as an Officer of Government; I cannot take upon myself to say that Mr. Croftes did not receive Information from Mr. Hastings of the real State of the Case; Mr. Croftes was as much in Mr. Hastings's Confidence as myself, though, perhaps, Mr. Hastings might tell to the One what he did not tell to the other.

Q. Then he never told this Secret at the Time;—are you to be understood that he did not tell this Secret to you at the Time?

A. I have already said, and I again repeat, that I did not know until the 22d of May 1782, that the Bonds applied for by Mr. Hastings, on the 5th of January 1781, were for Money received by Gunga Govind Sing, and paid by him to Mr. Croftes by Mr. Hastings's Direction.

Q. Whether you ever had any Conversation with Mr. Croftes upon the Subject of that Payment?

A. I do not think that I could have had any, I do not recollect any.

Q. Did Mr. Croftes ever mention it to you?

A. I do not recollect that he did.

Q. So you are to be understood that you can know only by Conjecture, whether Mr. Hastings ever confided this Secret to Mr. Croftes or no?

A. I must beg Leave to decline swearing to Conjecture.

Q. Have you any Way of knowing it but by Conjecture, that he communicated any Thing of the Kind to Mr. Croftes, aye or no?

A. I do not know that he did communicate any Thing of the Kind to Mr. Croftes.

The Managers for the Commons begged Leave to refer the House to Pages 1156 and 1157 of the printed Minutes; and the Witness was asked,

Q. Whether you know any Thing of any Caboolat given to Mr. Hastings from the Province of Patna for the Payment of Four Lacks of Rupees;—by Caboolat, always understanding some Security or Bond, some Species of Agreement or Covenant?

A. I know nothing more than is stated in the Paper N^o 1, Pages 1156 and 1157, and in the Letter which I wrote upon that Subject to Mr. Devaynes, in Conformity to the Directions I received from Mr. Hastings.

Q. Whether Mr. Hastings told you at the Time stated in that Account that he had received any Caboolat for any Sum of Money from the Province of Patna?

A. I do not recollect what Mr. Hastings said to me on the 22d of May 1782, regarding the Paper which I have just now described.

Q. The Question relates to the Time of the Caboolat being given to Mr. Hastings for Patna, stated in the Second Article of this Account,—whether Mr. Hastings, at or before the first Date of this, informed you of any Caboolat or Agreement that he had for receiving Money from Patna at the Time?

A. At what Time?

Q. At any Time preceding the Month of Cheite in this Account mentioned?

A. The 22d of May 1782.

Q. The Question does not relate to 1782, but whether, previous to any Time of the Receipt of the Sums of Money supposed to be in that Caboolat in your Account, under the Head Patna, Mr. Hastings told you that such a Caboolat existed?

A. I knew nothing of the Transaction before the 22d of May 1782. I object to the Account being called my Account; it is not my Account; it is a mere Translate of an Account kept by another Person; and I do not conceive myself responsible for any Deficiency there may be in that Account.

Q. Whether, at any Time previous to the Dates in that Account, Mr. Hastings had informed you that he had taken any Caboolat from the Province of Patna for the Payment of the Sum of Four Lacks of Rupees?

A. I conceive that I have answered that Question as directly and as positively as it is in my Power; if I am right in the Opinion which I form of the Dates alluded to in this Paper, they are Dates long prior to the Day on which I first became acquainted with the Transaction: I cannot answer in clearer Terms than I think I have done.

Q. Then, through whose Hands did that Money pass?

A. It appears to have been paid by Gunga Govind Sing to Mr. Croftes, the Sub-Treasurer.

Q. At what Time did you first become acquainted with this Patna Transaction?

A. I have, I believe, answered that before; but if it is the same Question, I must give the same Answer, which is the 22d of May 1782.

Q. Whether the Person through whom the Money passed, namely, Gunga Govind Sing, was called upon to attest that Account at the Time when Mr. Hastings produced it to you?

A. He was not.

Q. Whether Mr. Croftes, who is stated here to have received the Money, was called upon to attest any Particulars relative to it?

A. He was not.

Q. Whether you had not this Account, or the Substance of it, read to you by Cantoo Baboo, or by Mr. Hastings's Persian Moonshy, whoever he was?

A. The original Paper in the Bengal Language was read over to me by Cantoo Baboo, and I translated it.

Q. Was it as from an Account kept by himself?

A. I certainly cannot take upon myself to say who kept that Account, because I do not know the Hand Writing of the Paper.

Q. Did Cantoo Baboo say that he had kept it?

A. He did not.

Q. Who produced that Paper? Did Cantoo Baboo produce it as from himself, or did Mr. Hastings hand it over to Cantoo Baboo to have it translated?

A. To the best of my Recollection, Mr. Hastings gave the Paper to Cantoo Baboo to read to me.

Q. Then whether Mr. Hastings ever explained to you how this Patna Money came to have so great a Balance as Two Lacks of Rupees, or thereabouts?

A. He did not.

Q. Did he, to your Knowledge, call upon Gunga Govind Sing to account for that Balance?

A. He never did in my Presence.

Q. Do you know that he did in any other Way, to your Knowledge?

A. I do not.

Q. Did you ever hear Mr. Hastings say that he had called him to an Account for it?

A. I did not.

Q. Do you know from whom this Money was received?

A. I do not.

Q. Do you know for what Purpose it was taken from the Province?

A. I understood it to have been taken as Peshcush.

Q. The Question means, do you know upon what Occasion it was taken?

A. I do not.

Q. Do you know whether Mr. Hastings took any Bonds for this Money, or not?

A. I do not know that he did, and am certain that he did not, at least none that ever I saw.

Q. Has Mr. Hastings ever explained to you why he took Bonds for the Dinapore Money or Peshcush, and did not take Bonds for the Patna Money?

A. I never asked Mr. Hastings any such Question, and he never did explain it to me.

Q. Have you had any Explanation from Mr. Croftes relative to that Money, or any Conversation which might tend to explain the Balance to you, and the Causes of it?

A. I have not.

The Managers for the Commons said, they should next examine relative to the Account in Page 1157 of the printed Minutes, as to the Province of Nuddea.

Q. Whether Mr. Hastings ever informed you of any Thing concerning a Caboodleat, which Mr. Hastings had taken from somebody in the Province of Nuddea, for One Lack and Fifty thousand Rupees?

A. The Information which I obtained upon this Subject is stated in the Letter which I wrote to Mr. Devaynes, in Conformity to the Directions of Mr. Hastings; I know nothing further of the Transaction than what I have stated to Mr. Devaynes, and in the Paper which accompanied that Letter.

Q. Did Mr. Hastings tell you at or about the Time of this Caboodleat being taken, the First Payment of which was made the 15th of Cawtic 1187, from whom he had taken that Caboodleat?

A. He did not.

Q. Did he inform you upon what Occasion he had taken it?

A. He did not.

Q. Nor for what Purpose—the Question means at that Time?

A. He did not.

Q. Did Mr. Croftes, who is said to have received the Payments, inform you?

A. Mr. Croftes did not.

Q. Through whose Hands did this Money pass?

A. I suppose it to have passed from Gunga Govind Sing to Mr. Croftes, the Sub-Treasurer.

Q. Was Gunga Govind Sing called to explain this Article of Account?

A. He was not.

Q. Was he on the 22d of May 1782?

A. He was not.

Q. Was he called in the Year 1786, when this Account was made up?

A. He was not.

Q. Whether Mr. Croftes was alive in the Year 1786?

A. Mr. Croftes died sometime in September 1786.

Q. As well as you remember, are you to be understood that this Account was handed to Cantoo Baboo, and by you translated in the same Manner as the other Two?

A. The whole Account was Part of One Paper.

Q. Whether or no you had any Conversation with Mr. Croftes upon this Subject?

A. Never.

Q. Are there Entries in any of the Company's Books, shewing from whom the Sums of Money, which we are at present enquiring about, were received?

A. The Entries in the Company's Books, to the best of my Recollection, state them to have been received of Mr. Hastings.

Q. Does not the Account here produced state the Sums of Money to have been received from Gunga Govind Sing?

A. It does purport to that Effect; but Gunga Govind Sing having paid them into the Treasury by Mr. Hastings's Direction, they are stated in the Treasury Accounts as Sums received from him.

Q. Do you know that Gunga Govind Sing delivered this Money to Mr. Croftes as Money of Mr. Hastings?

A. He must have paid it to Mr. Croftes as Money which he was ordered to pay by Mr. Hastings.

Q. In what Situation about Mr. Hastings was Gunga Govind Sing which should make a Payment of Money by him, Gunga Govind Sing, a Payment of Money from Mr. Hastings, or reputed to be?

A. I really cannot define the particular Situation of Gunga Govind Sing about Mr. Hastings; but if anybody else had taken Money to the publick Treasury, and had said they had taken it there by Mr. Hastings's Directions, it would, as a Thing of course, have been stated as Money received from Mr. Hastings.

Q. Are the Treasury Accounts ordinarily so kept?

A. They are so.

Q. Without naming the Name of the Person through whom the Money was so paid, or producing any Authority from the Person who so paid it in?

A. It is not usual in the Indian Treasury Accounts to state the Names of the Sircars and Podars who bring Money to the Treasury, but the Money which they bring is stated as received from their Masters, or those whose Property it is.

Q. Then was Gunga Govind Sing Sircar or Podar to Mr. Hastings?

A. He certainly was not.

Q. Then whether Mr. Hastings, or Gunga Govind Sing, or Mr. Croftes, have ever informed you from whom in the Province of Nuddea this Money was taken?

A. They have not.

Q. From your Knowledge of that Country, if Gunga Govind Sing chose to make a short Payment to the Treasury of Money by him received on Mr. Hastings's private Account to be applied to the public Purposes,—what Mode is there of checking Gunga Govind Sing in such an Account?

A. Mr. Hastings would, I should suppose, have checked the Payment himself; I know of no other Mode.

Q. Whether Mr. Hastings did actually check or call to an Account Gunga Govind Sing for short Payments which appear in the Patna Account, and in the Dinagepore Account?

A. I do not know that he did.

Q. In what Situation was Gunga Govind Sing during the Period of these Transactions?

A. I think he must have been Dewan of the Committee of Revenue.

Q. How can it appear in the public Accounts that Gunga Govind Sing might not himself be Debtor to the Company for Sums of Money received in those Provinces?

A. If Gunga Govind Sing was Debtor to the Company for such Sums of Money, the Company's Books would in the Entries contained of that Debit state the Grounds upon which the Entry was made.

Q. If the Money had been privately received by Gunga Govind Sing by his own Influence and Authority in these Provinces?

A. Unless Gunga Govind Sing collected Money for the Publick, he of Course would not be debited for the Money.

Q. Then how can it be known when Gunga Govind Sing is levying Money in the Provinces for the Governor General without any publick Authority, or without his being known to be Mr. Hastings's Sircar or Podar; how can it be distinguished what Money he levies for himself, and what for the Governor General?

A. I really cannot undertake to answer that Question.

Q. Do you think it can be distinguished?

A. The Question is purely hypothetical.

The Managers for the Commons desired the Question might be read.

The same was read by the Clerk, as follows:

Q. Then how can it be known when Gunga Govind Sing is levying Money in the Provinces for the Governor General without any publick Authority, or without his being known to be Mr. Hastings's Sircar or Podar; how can it be distinguished what Money he levies for himself, and what for the Governor General?

A. I do not know that it can be distinguished.

Q. When Gunga Govind Sing is Dewan, or principal Secretary and Agent for the Management of the Affairs of the Committee of Revenue, how can the Inhabitants certainly distinguish, or how can the Publick distinguish, whether the Money which he levies for the private Purposes of Mr. Hastings, may not be coloured with some Pretence of Demand for the Publick?

A. I do not know how the Publick can make such a Distinction.

Q. Whether the Monies received from Dinagepore by Gunga Govind Sing from the Time of the First Date of the Receipts in the Account, N^o 1, Dinagepore, in Page 1157, till the Payments to Mr. Croftes in the Treasury, were not in the Hands of Gunga Govind Sing; and might not be turned to his Profit?

A. They must have been either in his Hands, or in the Hands of the People whom he employed to receive the Money; I shall not swear that he might not have made a Profit.

Q. If Gunga Govind Sing had died during that Period, what Means were left to the Treasury to compel an Account of the Money so received?

A. I know of none further than those which I suppose Mr. Hastings would have taken to have obtained the Restitution of it from the People in whose Hands the Money was.

Q. Under what Name, and by what Title, could Mr. Hastings have recovered from the Executors, or the other Representatives of Gunga Govind Sing, that Money?

A. That is quite a Question of Law, I conceive.

The last Question and Answer were read by the Clerk by Desire of the Managers for the Commons.

Then the Witness was asked,

Q. What were those Means?

A. I do not know that I have said Mr. Hastings had any specific Means; I suppose Mr. Hastings would have called upon them for the Repayment of it; in what Form or Manner he would have proceeded, I cannot take upon myself to swear.

Q. Gunga Govind Sing being yet alive, and found upon the Face of Two Accounts no less than 40,000 l. in Balance, what Means Mr. Hastings did actually take to oblige him to refund?

A. I really cannot answer that Question; I know of no Account on which Gunga Govind Sing is 40,000 l. in Balance, and therefore I cannot say how Mr. Hastings would have proceeded.

The Managers for the Commons desired the last Question and Answer might be read.

The same were accordingly read by the Clerk.

Q. Whether

Q. Whether upon the Dinagepore Account the Balance of Two Lacks, or thereabouts, does not appear?

A. As far as I understand the Account no such Balance appears due from Dinagepore; the Caboolat of Dinagepore is stated at Four Lacks; Three Lacks are stated to have been received, One Lack to have been in Balance, and of that One Lack I suppose Fifty thousand Rupees to have been received by Mr. Hastings in his Way up to Benares.

Q. Having shewn a very laudable Objection to answering conjecturally to any Question, now say upon what Ground do you suppose that One Shilling of that Money was so received?

A. I make use of that Objection when I feel it an Objection upon my Conscience; I shall not make Use of it as a Pretence not to answer a Question when I can answer it.

Q. How do you know that any Part of that Sum of Money was ever paid to Mr. Hastings?

A. I believe Mr. Hastings not to have received One Rupee of it.

Q. By whom was that Money that you suppose to have been paid to Mr. Hastings by Nundoolol at Moorshedabad, in his Way to Benares, received?

A. The Right Honourable Manager has certainly corrected me; Fifty thousand Rupees of this Money was certainly paid to Cantoo Baboo.

Q. What Reason then have you for knowing that that Money, paid to Mr. Hastings when he was going up the Country to Benares, was paid by Gunga Govind Sing upon account of the Balance due by him in the Province of Dinagepore?

A. The Money was paid by Nundoolol; and from the Information which I obtained by References to the publick Accounts and Books, when I wrote my Letter of the 5th of August 1786, I was induced to suppose that the Sum of Fifty thousand Rupees did appertain to the Dinagepore Peshcush.

Q. What publick Book or Papers gave an Inducement to your Supposition that Nundoolol paid this Money to Cantoo Baboo, on the Account of Mr. Hastings, as an Arrear from Gunga Govind Sing for the Province of Dinagepore?

A. I really cannot, at this Distance of Time, point out the Data upon which that Supposition was formed, further than I have already done.

Q. Can you point out to this Court in what Part of the Company's publick Books and Accounts this Money, so supposed to be paid on this supposed Account, is to be found?

A. If I had the Company's Books submitted to me in which it is made, I think I could point it out.

Q. Whether there does not appear upon the Face of the Patna Account, a full Balance of Two Lacks, or 20,000 l.?

A. There does.

Q. Do you know what Measures Mr. Hastings did actually take to recover that Money?

A. I do not.

Q. Whether you do not recollect that you stated Yesterday that a Lack of the Dinagepore Money so due was given to Mr. Wheeler in Jewels by Gunga Govind Sing, contrary to the Intentions and Wishes of Mr. Hastings?

A. What I alluded to Yesterday was Part of the Sum which appeared to have been collected by Gunga Govind Sing, consequently it could make no Part of the Balance due upon the Peshcush.

Q. Whether or no there is a Deficiency between Mr. Hastings and Gunga Govind Sing with the Treasury, of Two Lacks of the Money received from Dinagepore; what Means did Mr. Hastings make use of to fill up that Void in the Treasury of Twenty thousand Pounds in the Dinagepore Account, which had been received by Gunga Govind Sing upon Mr. Hastings's private Account?

The Counsel for the Defendant objected to the Question.

Q. Whether the Dinagepore Caboolat was not for Four Lacks of Rupees, or Forty thousand Pounds Sterling?

A. The Account states the Caboolat to have been for Four Lacks of Rupees.

Q. Whether Gunga Govind Sing paid into the Hands of Mr. Croftes, for the publick Account, more than Two Lacks of Rupees?

A. He did not.

Q. Then if there was a Balance due upon Mr. Hastings's Caboolat of One Lack in the Province, what Way and Means we have of knowing whether Gunga Govind Sing received it or not?

A. I cannot take upon myself to point out those Means.

Q. If Gunga Govind Sing did not receive them, and yet they were due on the Caboolat, and ought to have been applied to the Company's Service, what Means were taken by Mr. Hastings or Gunga Govind Sing to recover them?

A. I have already answered that Question by saying that I know of none.

Q. Whether

Q. Whether or no any Traces of this Caboolcat, or of the Caboolcat for Patna, or of the Caboolcat for Nuddea, appear in Mr. Hastings's private Accounts?

A. None whatever.

Q. Whether any Thing of these Caboolcats or Agreements exist in any publick Account which might enable the Council of Revenue, or the Governor General and Council, to recover this Money?

A. I cannot take upon myself to say that there are.

Q. Whether the Names of the Three Provinces, which are at the Head of these several Caboolcats, were in the original Accounts, or put there by you; or are Translations, as they stood in the original Account?

A. I believe they are Translations, as they stood in the original Account.

Q. Were they digested in that Manner, that is, under the Head of Provinces?

A. I believe the Paper to have been a mere Translation, and so digested.

Q. Whether the Province of Bengal is not divided into a greater Number of Revenue Districts than those Three?

A. One of the Three Districts appertains to the Province of Bahar.

Q. Taking in the whole Range of the Company's Revenue?

A. They are all the Company's Provinces, and there are more Divisions of them than these Three.

Q. Whether there are not more Revenue Divisions in Bengal and its Dependencies than these Provinces?

A. Several more.

Q. Whether they may not amount to Fifty-three in the Whole?

A. They have undergone so many Alterations, and Divisions, and Subdivisions, that I cannot take upon me to swear to the particular Number.

Q. Whether you know any particular Circumstance in these Three Provinces, Dinagepore, Patna, or Nuddea, which supposes them to be more flourishing than the Rest, so as to enable them better to pay large Sums of Money privately to Mr. Hastings, for either private or publick Purposes in those given Years, through Gunga Govind Sing, than any other of the Provinces?

A. I do not.

Q. Whether, to the best of your Recollection, these Provinces were not in Arrear for their Publick Revenue at these very Periods of Time?

A. I must refer for that to the Company's Books; I really do not at this Moment recollect that Matter.

Q. But to the best of your Recollection, do you think they were, or not, in Balance?

A. As I do not know, I shall not take upon me to swear that I recollect any Thing about it; I really do not at this Moment recollect whether they were, or were not, in Arrears; but the Company's Books will shew.

The Managers for the Commons stated, that having closed these Three Heads of Account, they should next pass to another Account, namely, the Deposits.

Then the Witness was asked,

Q. Whether there was any Sum of Money deposited by Mr. Hastings in the publick Treasury, at or about the Year 1779 or 1780, the 26th of June 1780?

A. There was.

Q. By what Means did you come to the Knowledge of that Business?

A. On the 21st of June 1780.—I wish to know whether I may read, as an Answer to this Question, a Paragraph of a Letter I have written upon that Subject, which is the best Answer I can give to the Question; that Letter is not upon Oath, but I am ready to swear to it upon Oath, that it is the best Answer I can make.

The Managers for the Commons said, they did not object to the Witness's refreshing his Memory, by looking at the Letter.

Then the printed Minutes, Page 1155, were shewn the Witness, and he said,

A. On the 21st of June 1780, Mr. Hastings sent for me, and begged that I would take Charge of a Present from Cheit Sing's Buxy, which had been offered him, First to induce him to give up the Claim which the Company had annually upon Cheit Sing, during the Continuance of the War, for the Payment of a Subsidy of Five Lacks of Rupees. Mr. Hastings told me that he had rejected the Receipt of the Money so offered for such a Purpose; that it had been afterwards offered by

Way of atoning for the Conduct which Cheit Sing had followed in regard to refusing to make the Payments required of him for that Subsidy. Under this Plea he had consented to receive it, and desired that I would take Charge of it, and deliver it as received to Mr. Croftes, the Sub-Treasurer. I believe that is substantially the same as I have already written upon the Subject. I took Charge of that Present, and paid it to Mr. Croftes; and it was entered in the publick Accounts as Money deposited in the Treasury by Mr. Hastings.

Q. How soon after this accounting with Mr. Hastings did you receive the Money?

A. I really do not recollect; it was tardily paid; but it must have been received before the Month of November, because it had all been carried to the Treasury, from thence to the Mint, and returned into the Treasury.

Q. How soon did it come out of the Mint?

A. I beg Leave to refer to the Mint Accounts.

Q. As near as you can recollect?

A. I believe it came from the Mint as fast as it could be coined.

Q. Did it come out of the Mint all at Once, or as it happened to be coined?

A. I cannot take upon myself to answer that.

Q. In whose Name did it stand, and on whose Account, in the Deposit Book?

A. It stood to the Credit of Mr. Hastings.

Q. Was there any Mention in that Book of a Credit given to Cheit Sing for it?

A. None.

Q. Was there any Mention in the Book of its being paid for or on Account of the Company?

A. None.

Q. What Reason did Mr. Hastings assign to you why he had ordered that Money to be paid to you, and not to Mr. Croftes, who was the regular Officer of the Treasury?

A. He did not assign any Reason.

Q. Did you ask him?

A. I did not.

Q. From whom did you receive that Money, and how?

A. I received it from a great Number of different People; who they were I really do not recollect.

Q. Did any of them come twice?

A. They did not; and I stated the Matter to Mr. Hastings as a Circumstance which excited my Suspicions that Sadanund meant to betray him; Mr. Hastings treated the Suggestion with great Indifference, and said something to this Effect;—you know I have no Occasion to care any Thing upon the Subject.

Q. What was your Reason for enquiring of this Circumstance of Mr. Hastings, and not enquiring of him how you came to be the Channel of Payment, and not the proper Officer?

A. I did not enquire any Thing of Mr. Hastings; I stated to Mr. Hastings a Circumstance which had excited a Suspicion in my Breast.

Q. What did you mean by saying that Sadanund might betray him?

A. Sadanund, I suppose, thought that he had made Mr. Hastings a Present privately;—and I do believe, from the Manner observed by the People who came with that Money, that they did suppose they were so employed.

Q. Whether you do not think that it is very possible that different Men might have brought different Sums of Money for concealing the Nature of the Transaction, as well as for betraying Mr. Hastings?

A. I do not think that I can swear to mere Possibilities.

Q. You have sworn to your Suspicion just now?

A. Then I had no Suspicion of that Kind; certainly none.

Q. You having formed your Suspicion upon that Circumstance, whether that Circumstance might not have another Aspect; whether it was not as natural for you to imagine that it was meant as a Concealment of it, as a Means of a fraudulent Discovery of it?

A. I had no such Suspicion as that supposed in the Question.

Q. Whether the Transaction was not in Fact kept a Secret?

A. It certainly was.

Q. Whether or no you knew that Cheit Sing did ever make any Discovery of that Present, or whether Sadanund, his Treasurer or Buxey, did for him?

A. I do not know that ever either of them did.

Q. At what Times and Periods was this Sum of Money brought by those several Hands?

A. The Money was brought to my House at Night, and generally carried the same Night to Mr. Croftes.

Q. Then I am to understand that the whole Transaction of the receiving the Money by you, and carrying it to Mr. Croftes, was always by Night?

A. It was.

Q. Whether you gave any Receipt to any of the Persons who brought this Money for any of the Sums you had so received?

A. None whatever; none was asked of me.

Q. Whether you had any other Way of knowing than Mr. Hastings's own Account, that this Money was really received from Cheit Sing, and not from any other Person?

A. None.

Q. Whether you have any other Way of knowing than from Mr. Hastings's own Account, but that Cheit Sing might have given him a much greater Sum of Money?

A. I have none; but I believe none other to have been given.

Q. When you took this Money to Mr. Croftes, in whose Name did you pay it to him?

A. I delivered the Money to Mr. Croftes as Money that I was directed to pay to him by Mr. Hastings.

Q. Did you tell Mr. Croftes from whom you had received this Money?

A. I do not recollect that I did; but I do not mean to swear positively that I did not.

Q. But do you recollect that you did?

A. I do not.

Q. Did Mr. Hastings direct you to let Mr. Croftes know from whom, and upon what Account you had received it?

A. I do not recollect that Mr. Hastings did.

Q. Whether you have any Reason to believe, and what, that Mr. Hastings ever told Mr. Croftes for what this Money was deposited by you?

A. I do not know that Mr. Hastings ever told Mr. Croftes any Thing upon the Subject.

Q. Did Mr. Croftes ever inform you that he knew for what Purpose, and from whom, it had been received?

A. He never did that I recollect; I have no Recollection that he did.

Q. In whose Name did the Deposit stand in the Company's publick Books, before the Time of Mr. Hastings's Departure?

A. From the Time the Payment was made, to the Day on which, at the express Application of Mr. Hastings, it was written off from his Credit to the Credit of the Company, it remained to the Credit of Mr. Hastings. The Sub-Treasurer, Mr. Croftes, must have supposed this Money to be in a peculiar Predicament, because there was no other Instance of a Sum of such an Amount lying in the publick Treasury so long as that did, without being taken out of it, at a Time too when the greatest Advantage could have been made of Money.

Q. Whether Mr. Croftes ever made any such Observation to you?

A. I do not know that he did.

Q. Why you chuse to judge what Suppositions were in another Man's Mind?

A. I have stated the Grounds of that Supposition.

Q. Consider seriously whether you chuse to stand by that Answer, whether you wish that Answer to stand?

A. I am in the Judgement of the Court.

Q. Whether you know of its having been applied to any of the temporary Exigencies of the Company, at or about the Time of your having received it?

A. At the Time Mr. Hastings requested me to take Charge of this Present, he told me that it should be applied in defraying the contingent Expences of a Detachment; I forget the Name of the Commanding Officer; Colonel Camac's Detachment.

Q. How was it applied?

A. As the Money was received from the Mint, it was mixed with the Rest of the Company's Money, and generally applied to the publick Purposes.

Q. Are not all Deposits, while they remain there, applied to the Company's publick Purposes, subject to the Demand of the Person who has deposited them there?

A. They are.

Q. Whether

Q. Whether you know that, in Fact, this Money was applied to any particular Service whatever?

A. I do not.

Q. Whether, during the Period that the Money remained in the Company's Accounts as a Deposit, Mr. Hastings might not have drawn it out as his own at any Time whatever, if so he had pleased?

A. He might.

Q. Have you any other Way of knowing, than from Mr. Hastings's own Account, in what Name, and for what Purpose, Cheit Sing paid him this Money?

A. No other.

Q. Do you know whether Cheit Sing was ever credited for that Money, in Matter of Dealing, or Account, between the Company and Mr. Hastings?

A. I do not know.

Q. Whether you know, or have Reason to believe, that this Money really did operate as any Atonement for the supposed Offences of Cheit Sing, or was ever discounted to him under such a Name, or for such a Purpose?

A. I cannot tell the Operation of the Payment upon Mr. Hastings's Mind.

Q. Whether, in Matter of Account of any Penalty laid upon Cheit Sing for dilatory Payment of the Money which he called a Subsidy, any Credit was given to him for this Sum?

A. None that I know of.

Q. Whether, or no, you think, that it was possible for Money paid in June 1780, and which did not come out of the Mint earlier than November at soonest, could possibly be applied to the contingent Expences of Colonel Camac's Detachment?

A. I have already said that the Money, as it was coined and returned from the Mint, was blended with the Rest of the Company's Money, and applied indiscriminately for any publick Purpose with the Rest of the publick Money.—I really believe there was no specifick Appropriation of the Money.

Q. Then whether could there be any?

A. There might have been, certainly, if it had been thought necessary.

Q. Was there any Order given for the Payment of the contingent Expences of Colonel Camac's Detachment?

A. No more than for any other Deposit that was made by Individuals at the same Time.

Q. Was it not sent to the Mint at or soon after the Time of its Receipt?

A. Certainly.

The Managers for the Commons stated, They should next proceed to another Object of this Head of Charge, namely, the Sum of Money supposed to be given by Nobkissin to Mr. Hastings.

Then the Witness was asked,

Q. Whether you know any Thing, and what, of a Sum of Money taken from the Rajah Nobkissin by Mr. Hastings?

A. I know that Mr. Hastings borrowed Money of Nobkissin. I suppose the Question means Sums to the Amount of Three Lacks of Rupees.

Q. It does. At what Time was the Money borrowed by Mr. Hastings of Rajah Nobkissin?

A. I cannot recollect when it was.

Q. It is material to recollect, as near as you can, in what Year, and at what Time of the Year?

A. I cannot answer that Question, for I do not recollect: I can say between what Time and what Time; but I must take such a Latitude that the Answer can be hardly of any Use.

Q. As you was Keeper of Mr. Hastings's private Accounts, and had a general Inspection and Superintendency over his Affairs, recollect within a few Months, or as near as you can, what Time this Money was borrowed from Rajah Nobkissin?

A. I cannot recollect within a Month.

Q. Take it at Three Months?

A. No; nor within Three nor Six Months—Circumstances that happened Ten Years ago.

Q. Have you never heard of this Transaction since Ten Years ago?

A. Yes; but it is above Nine Years ago since Mr. Hastings's Books were taken out of my Hands; and how can I positively recollect at what Time it was he borrowed a Sum of Money of Rajah Nobkissin?

Q. Recollect whether or no you have ever heard a good deal of that Transaction since that Time?

A. I have heard a good deal; but I have not referred to Mr. Hastings's Books to ascertain the Time when this Sum of Money was borrowed.

Q. Having heard much of this Business, and knowing, as it is taken for granted you did; that there is a Charge of the Commons of Great Britain of a long Standing upon Mr. Hastings on this Subject,—how came you not to call to Mind at or about what Time it was that this Sum was borrowed?

A. I did not know that this Question would be put to me.

Q. Whether you did not know that, in fact, such a Charge existed?

A. Certainly I did.

Q. Whether it was not natural for you to think something of the Matter?

A. I have thought upon the Matter, but that does not enable me to answer the Question;—I have thought much upon the Matter, but am not able to answer the Question.

Q. Whether you did not know that you was a Person referred to as a Person in all Mr. Hastings's most secret Transactions so early as the Year 1786?

A. I did; but at that Time I had not Mr. Hastings's private Books in my Possession, nor have I had them since I took Leave of Mr. Hastings on Board the Berrington; that is, not in my Charge.

Q. When you say that it is Nine Years since you have seen Mr. Hastings's private Books—

A. It is Nine Years since Mr. Hastings's Books were taken out of my Hands.

Q. Whether the Year 1786 was not pretty nearly approaching that Period of Time in which Mr. Hastings's Books were taken out of your Hands?

A. In 1786 I was not referred to by Mr. Hastings to give any Information concerning the Money which he had borrowed of Nobkissin.

Q. Whether you did not know before the End of the Year 1786, or the Beginning of the Year 1787, that there actually was a Question on that Subject, and that Mr. Hastings did refer to you a great many Points and Circumstances of his Conduct, as being the Person in the Confidence and Secret of all his Affairs?

A. I did; and I believe I have answered Mr. Hastings's References upon that Subject.

Q. You having heard of it at or about the End of the Year 1786 or 1787, if you did not hear of it before, whether you must not, in the Nature of Things, have turned your Mind about that Time to know at what Period it was that this Money was borrowed?

A. I really cannot take upon myself to say when it was the Money was borrowed of Nobkissin.

Q. Are there no Means by which you can refresh your Memory at this Time?

A. There may be; they are in Mr. Hastings's Possession, not in mine.

Q. Have you not informed Mr. Hastings, as his Agent, that you had been examined upon this very Subject before the Secret Committee of the House of Commons?

A. I have.

Q. Then, whether you might, or might not, have had Recourse to Mr. Hastings's private Books to ascertain that Date?

A. I suppose I might if I had chosen it.

Q. Then, having been examined upon that Subject, and having Reason to believe with almost Certainty that you should be examined upon that Subject in this Court,—whether you did not apply to Mr. Hastings's Books to refresh your Memory upon this Point?

A. I really did not know that I should be asked this Question, and therefore have not asked Mr. Hastings when it was that he did borrow the Money of Nobkissin.

Q. Did you not converse with Mr. Hastings's Agent upon the Subject of your Examination?

A. I did: As far as I could recollect I told Mr. Hastings's Solicitor the Questions that had been put to me by the Honourable Manager in the Committee, and the Answers that I had given to those Questions, as well as I could recollect them.

Q. Then, did Mr. Hastings, or any Person on his Behalf, offer you Inspection of his private Books to enable you to give a decided Answer to this Question?

A. They did not.

Q. Whether it was before or after the Period of Time in which Mr. Hastings took the Bonds to himself for Money that belonged to the Company?

A. It was after.

Q. How soon after?

A. I really cannot take upon myself to say:

Q. How soon was it after—was it soon after, or long after?

A. I cannot take upon myself to say how long after.

Q. Was it pretty soon after, or very long after?

A. I wish to have a specifick Question of Date put to me, and I will answer it specifically.—
How long after I really cannot say.

Q. Was it any Time in the Year 1780 or 1781, to the best of your Recollection?

A. I cannot take upon myself to say.

Q. Was a Bond, or not, made out to Rajah Nobkissin for that Money?

A. There were Two, if not more, Bonds made out for the Money borrowed of Nobkissin; and though I do not recollect their Dates, it is possible I may have been a Witness to the Execution of the Bonds: I believe I gave the Right Honourable Manager that very Answer to that very Question in the Committee.

Q. Whether you do not think that you was a subscribing Witness to those Bonds?

A. I cannot say; I cannot positively swear to it.

Q. But do you think you were?

A. I was so much in the Habit of being Witness to the Execution of Mr. Hastings's Bonds, that it is most probable I was; but I frequently left them with some other of his Family to get them executed, when I found Mr. Hastings would not attend to his own private Affairs, which was very frequently the Case, to get them executed when they could.

Q. But do you, or do you not, think that a Bond or Bonds actually was or were executed by Mr. Hastings?

A. I know there were Two, if not more, Bonds executed by Mr. Hastings.

Q. Whether this Money was not entered in Mr. Hastings's private Books as a Loan?

A. It certainly was.

Q. Do you know whether Rajah Nobkissin, or any One for him, made any Application to Mr. Hastings to have these Bonds given him?

A. The Bonds when executed were delivered to Rajah Nobkissin's People, who brought the Money, and, I suppose, of course that they took them to their Master.

Q. Did you see the Bonds given to any of Rajah Nobkissin's People, and whom?

A. I did not, it was not likely that I should.

Q. Then by what Means do you know that they ever were delivered?

A. By having delivered them to Mr. Hastings's People to be delivered to Nobkissin; and by no other Means.

Q. What do you mean by People; to whom did you deliver them?

A. To Mr. Hastings's Sircars.

Q. To which of them?

A. There were several about my House; I cannot pretend to identify the Person who carried those particular Bonds.

Q. Are you to be understood that you do not know to whom the Bonds were delivered to be delivered to Rajah Nobkissin?

A. No further than that it was One of Cantoo Baboo's People, who was in Attendance upon me.

Q. But who was he?

A. I have already said there were several, and that I cannot point out the particular Person.

Q. Do you know that Rajah Nobkissin has acknowledged his having received the Bond, or those Bonds?

A. I have heard Mr. Hastings say, that Nobkissin had given up the Bonds to him; I never conversed with Nobkissin upon the Subject.

The Managers for the Commons desired that the last Question and Answer might be read to the Witnesses.

The Clerk accordingly read the same.

Q. The Question is, whether Nobkissin ever acknowledged it; and you say Mr. Hastings told you so; now that is not an Answer to the Question?

A. Then Nobkissin never did tell me.

Q. Whether or no Mr. Hastings did at any Time desire you to strike out from his private Books this Loan of Nobkissin, there entered as a Loan, on Nobkissin's having delivered up his Bonds?

A. Mr. Hastings directed me to draw out the Accounts which accompanied his Letter, dated the 21st of February 1784, and I suppose that I have made the correspondent Entries in Mr. Hastings's

Hastings's private Books, for the Adjustment of the Transaction, in the Manner which Mr. Hastings states to the Court of Directors in that Letter.

Q. When did Mr. Hastings give you that Order?

A. Sometime in the Month of February 1784.

Q. Then in consequence of that Letter he desired you to alter the Entries in his Books according to that Letter?

A. He did not desire me to alter any Entries in his Books, but to make other Entries conformable to the Intimation which he had given the Court of Directors in that Letter, or which he intended to give the Court of Directors; for I presume the Letter could not have been written till after that Account was drawn out.

Q. Whether or no it was not in consequence of making up that Account for the Court of Directors that you was desired to make out the Account in his Books accordingly?

A. Certainly to make Entries in his Books accordingly.

Q. At what Time did Mr. Hastings tell you that Nobkissin had delivered him up his Bonds?

A. It must have been before that Time; but how long before I cannot say.

Q. Was it not very near that Time?

A. Even that is more than I can take upon myself to swear.

Q. Whether it was not some considerable Time after the granting of the Bonds?

A. It must have been so. I suppose the Question to mean the Bonds given for the Loan of Rajah Nobkissin.

Q. Certainly. Upon what Occasion did Mr. Hastings first tell you that the Rajah had given up his Bond?

A. I know of no particular Occasion upon which the Circumstance was told me.

Q. Did Mr. Hastings shew you the Bond cancelled?

A. He did not.

Q. Whether you do not know that the Rajah Nobkissin, before Mr. Hastings's Departure, actually applied to him for this very Bond, or these very Bonds?

A. A little Time before Mr. Hastings left Bengal, I mean a few Days, Nobkissin made some Application to Mr. Hastings upon this Subject; but what that Application was I do not know.

Q. Was it not for a Bond or some Security for the Three Lacks of Rupees he had already lent him before?

A. I have already said I do not know what the Application was, and therefore I cannot take upon myself to say that it was not for that alluded to in the Question.

Q. To the best of your Recollection, whether it was not for the Payment of the Money, or for giving some Security or other?

The Counsel for the Defendant objected to the Question.

The Witness said,

A. I do not know what the Application was; and I cannot say that it was for this or for that, or that it was not for this or for that.

Q. Whether it was not something relative to that Money?

The Counsel for the Defendant objected to the Question.

The Witness was asked,

Q. Did not Rajah Nobkissin make some Application for this Money, and what?

A. I do not know what the Application was Nobkissin made to Mr. Hastings; I have said so, and cannot say otherwise than saying it over again.

Q. Whether Mr. Hastings did not tell you that Rajah Nobkissin had made some Application to him concerning that Money, and what?

A. I have already said that Mr. Hastings did tell me that Nobkissin had made some Application to him regarding that Transaction; but what that Application was I do not know.

Q. Do not you know that Mr. Hastings told you that it was either for the Payment of the Money, or to give him a Security?

A. I really cannot take upon myself to answer the Question.

Q. What Answer did Mr. Hastings tell you he gave to the Rajah Nobkissin's Application?

A. This is a Circumstance that happened more than Nine Years ago; how am I to swear to the Particulars of a Conversation of so long a Standing; I really have no Recollection about it; and I cannot take upon myself to state more than I have done upon it.

Q. Whether

Q. Whether you did not sometime ago, not a vast While ago, recollect that you thought that, within a Day or Two of Mr. Hastings's Departure from Bengal, he, Mr. Hastings, did tell you that Rajah Nobkissin had applied to him for Repayment of the Money?

A. What was my Answer?

Then a Paper was shewn to the Witnesses by the Managers for the Commons.

The Counsel for the Defendant objected to this Mode of Examination.

The Managers for the Commons were heard in Answer to the said Objection.

Q. Whether or no Mr. Hastings did not tell you that Rajah Nobkissin had applied to him, Mr. Hastings, for the Repayment of the Money?

A. I find the Right Honourable Manager has repeated a Question which was put to me before the Committee, to which I had given an Answer then, and, I believe, that Answer differs materially from what I have said To-day; I am sorry for it; but it proves how very difficult it is, according to my Mind, for a Man to undertake to recollect a Conversation of so long a standing as this Transaction was. I have no Objection to the Answer that I gave to the Committee being read to the House.

Then a Paper was read, by the Managers for the Commons to the Witnesses.

Q. Whether, within a Day or Two of Mr. Hastings's Departure from Bengal, he told you that Nobkissin had applied to him for the Repayment of the Money?

A. It must have been so, though I had forgot it To-day when the Question was put to me.

Q. What Answer did Mr. Hastings tell you he gave to Rajah Nobkissin's Application?

A. I feel very diffident now, after what has already happened, to speak to a Conversation of so many Years standing.

Q. Whether you have any general Idea with respect to what Mr. Hastings told you of his Answer to Nobkissin?

A. I think, now that the Right Honourable Manager has refreshed my Memory in this Way, I do recollect that Mr. Hastings said he had told Nobkissin that he either had or should settle with the Company as to that Transaction.

Q. Whether you do not know, or have not Reason to believe, that, before you quitted Calcutta, Rajah Nobkissin had threatened to sue Mr. Hastings in some Court in England, for the Recovery of the Money, or the Delivery up of the Bond?

A. Nobkissin certainly never told me any Thing of the Kind.

The Question repeated.

A. I may have heard something like that; but I am sure I cannot say from whom, or what it was.

Q. Did you not hear of it?

The Counsel for the Defendant objected to the Question.

Q. Did not Mr. Hastings intimate to you when he determined to write the Letter of 1781, that he did not intend to repay Rajah Nobkissin?

A. I understood from his writing that Letter that it was not his Intention to do so.

Q. Whether you had any Discourse with him upon the Subject of his resolving not to repay Rajah Nobkissin the Money which appeared upon your Books to have been borrowed from him?

A. I suppose the Question means Mr. Hastings's Books, they were not mine.

Q. Mr. Hastings's private Books which you kept.

A. I do not know that I had any such Conversation with Mr. Hastings.

Q. Why did you not ask Mr. Hastings at that Time, when Mr. Hastings had determined not to pay a Sum of Money which appeared on Mr. Hastings's private Books kept by you to be due to the Rajah Nobkissin, how he came to resolve upon not paying him?

A. I cannot take upon myself to say why I did not ask him that Question, for it did not appear to me necessary to ask any such Questions at the Time.

Q. Whether it did not appear to you to be too delicate a Transaction for you to appear inquisitive in?

A. Most certainly it was.

Q. Did not Mr. Hastings order you to extract from his Books, such Sums of Money as he intended to make a Set-off against the Money which he had borrowed of the Rajah Nobkissin?

A. He did.

Q. Was Rajah Nobbiffin present at the Settlement of the Account between his Debt and Mr. Hastings's Set-off?

A. He was not.

Q. Was any One for him?

A. None.

Q. Do you know that he was consulted upon any Part of the Transaction?

A. I do not.

Q. When Mr. Hastings desired Bonds to himself from the Company, as for Money disbursed by him for their Service out of his private Cash, did he (Mr. Hastings) acquaint you why he made this Representation, and demanded these Bonds?

A. He did not.

Q. Did he tell you at all of his Intention to demand the Bonds?

A. On the 5th of January 1781, he directed me to make the Application.

Q. Did you know at that Time that the Money paid was not out of Mr. Hastings's private Cash?

A. I did.

Q. Whether it did not appear extraordinary to you, that Mr. Hastings should give to himself, as a Member of the Board, Bonds which you knew to be granted upon a false Pretence?

A. I certainly could not have considered it an ordinary Case.

Q. Whether you ever asked Mr. Hastings, from that Time till the 22d of May 1782, for any Explanation of that Transaction?

A. I did not.

Q. What were your Motives, on seeing this extraordinary Transaction, for not asking an Explanation from Mr. Hastings?

A. I believe I answered that Question Yesterday, by saying that I did not think that it would have been proper for me to have forced Mr. Hastings to have revealed what he chose to conceal.

Q. From what Sort of Paper was the Account, N^o 2, made up?

A. From a detached Paper in the Persian Language.

Q. Who read it to you?

A. It was a Paper in the Persian Language read to me by the Moonshy.

Q. Did the Moonshy read it from any regular Book?

A. From a detached Paper.

Q. Was it verified in any Respect by a Reference to any Book, or any Voucher?

A. It was not; I mean the Part read to me by the Moonshy was not.

Q. Are you sure it was all read to you by the Persian Moonshy?

A. No; Three Lines were; the Three First Lines were read to me by the Moonshy; the Rest is extracted from the Accounts kept by Cantoo Baboo's People, of the Receipts and Disbursements of Mr. Hastings during his Absence from the Presidency.

Q. From which of them?

A. I do not recollect the Person, some common Sircar or other who was in Attendance at the House.

Q. What Language was it in?

A. Mr. Hastings's Accounts were kept in the Bengal Language by Cantoo Baboo's People; they were brought to my House to a Native Writer, who understood enough of the English Language to translate them; I corrected the Language that he used, and the Arrangement that he adopted, so as to make the proper Entries of the Transactions in Mr. Hastings's private Books.

Q. Whether you understand enough of the Bengal Language yourself to make out an Account in it?

A. I do not.

Q. Who was that Sircar, or whatever other Officer he was, that made out that Account?

A. The Account N^o 2, I made out from the Accounts originally kept in the Bengal Language by Cantoo Baboo's People.

Q. Had you the Inspection of those Books?

A. I had not.

Q. Whether the Bengal Papers, from which this Account was made out, were put into your Hands?

A. They were not.

Q. Can you say then that there might not be more in these Bengal Papers than was read to you?
A. I certainly cannot.

Q. Whether the Persian Paper was a loose Paper, or Part of any regular Book?
A. I have already said it was a detached Paper.

Q. Whether any Book from which that Paper might be taken, might not have contained much greater Sums than are there stated?
A. I have said that the Paper read to me by the Moonshy was not taken from a Book.

Q. What Means then of Authentication, or of Reference, had it?
A. None that I know of.

Q. Why do no Dates appear to the several Receipts in that Account?
A. The Payments were made in a Variety of Rupees: I thought it sufficient to check the Total of the Rupees with the Total of the Account as given to me by the Moonshy, allowing for the Rundyveean, or Exchange. I did not think it necessary to state how much of each particular Sort of Rupees was received in any One Month.

Q. Is it usual in Accounts not to state the Time of the Receipt?
A. If the Account is a daily Account, of course each Day's Receipt would be stated; but if it is a general Account, and such a Degree of Precision is not thought necessary, I suppose it would not contain it.

Q. Whether or no it is usual to make out an Account of Monies received, without any Date at all?

A. An Account is generally formed according to the Description given of it. I endeavoured to state the Particulars of the Sums of Money received, and did not think it necessary to state the Dates.

Question repeated.

A. The Account in Question is an Account containing the Particulars of another Account, and that Account does not state the Amount received, either on each Day, or in each Month.

Question repeated.

A. It depends upon the Degree of Precision which the Person who draws out the Account thinks necessary, to be sure.

Q. Whether it is usual to make out an Account of Receipts of Money without any Dates at all?

A. It sometimes is done so, at other Times it is not done so.

Q. In the Treasury Accounts of Bengal?

A. The Treasury Accounts of Bengal are kept daily, and of course it must be stated upon the Day when it is received.

Q. Whether Mrs. Hastings does not appear in that Account as the Receiver of a Present of a Lack of Rupees?

A. Certainly Mrs. Hastings's Name is affixed to a Present of One Lack of Rupees from the Nabob; but I do not believe Mrs. Hastings to have received any Part of it, because Mr. Hastings has acknowledged the Whole of it as received by him.

Q. Whether this Present being made to Mrs. Hastings, Mrs. Hastings's Consent has been obtained for the Transfer of this Money to the Company?

A. How can I take upon myself to answer that: I do not know that she has given any such Consent.

(Cross examined by the Counsel for the Defendant.)

Q. Whether all the several Sums, specified in Pages 1114 and 1115, in the Account of the 22d of May 1782, have been, in fact, applied to the publick Service; or whether any Part of them has been converted by Mr. Hastings to his own Use?

A. They have all been converted to the Company's Service, and none of them to Mr. Hastings's private Use.

Q. Did Mr. Hastings of his own Accord communicate to you the Receipt of the several Sums contained in the Account in Question, or was such Communication made in consequence of any Enquiries from you?

A. Mr. Hastings communicated it of his own Accord.

Q. Was the Letter and Account of the 22d of May 1782, written by you at the Request of Mr. Hastings?

A. It was.

Q. Was the Letter sealed up by Mr. Hastings in your Presence?

A. It was.

Q. Was it then delivered to you for the Purpose of being transmitted to England by the First Opportunity?

A. I took it away with me from Alepoore, Mr. Hastings's Country House, where it was written, for that Purpose.

Q. From the Time it was sealed and delivered to you, did it remain closed till the 16th of December 1782?

A. To the best of my Judgement and Belief it did.

Q. For what Purpose was it then opened?

A. To be accompanied by an Affidavit, that it was actually written on the Day on which it bore Date.

Q. Whether any Alterations were made in the Letter or Account between the Time of its being originally written, and the Moment of its final Dispatch.

A. Not the least.

Q. Did you ever receive, directly or indirectly, from Mr. Hastings; any Instructions not to send it to England, or was the Delay in sending it owing to Mr. Hastings in any Respect whatever?

A. I did not receive any such Instructions, and the Delay was purely accidental; it was the Delay in the Departure of the Lively, by which, from the first, it was intended to have been sent.

Q. Were the Bonds, mentioned in your Letter of the 5th of August 1786, delivered to you before Mr. Hastings went up the Country in July 1781?

A. They were taken by me from the Treasury as a Thing of course, in Obedience to the Orders of the Governor General and Council for granting these Bonds.

Q. Did Mr. Hastings, in fact, ever receive One Rupee of Principal or Interest, of the Sums for which these Bonds were granted?

A. Not One.

Q. Did they ever constitute Part of Mr. Hastings's private Cash, or were they at once, without passing through his Hands, paid into the publick Treasury, and applied to the publick Service?

A. Do you mean the Bonds?

Q. The Sums for which they were taken?

A. They never made Part of Mr. Hastings's private Cash, but passed immediately into the publick Treasury.

Q. Did those Bonds ever form Part of Mr. Hastings's Fortune, in any Statement which you, in keeping his Accounts, ever made of his Property?

The Question was objected to by the Managers for the Commons.

The Counsel for the Defendant were heard in Answer to the Objection.

Then the Question was read to the Witness; and he said,

A. They never did.

Q. Were there not Four Bonds taken on the Whole; Two for the Dinagepore Money, One for the Nudda Money, and another Bond, N^o 84, for a Lack of Rupees advanced by Mr. Hastings from his own private Cash, and furnished to Chimnagoe Boosla?

A. There were Four Bonds taken.

The Witness was directed to withdraw.

Then the House adjourned to the Chamber of Parliament.

Die Lunæ, 28^o Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor informed the Managers for the Commons, they might proceed in their Reply.

The Counsel for the Defendant informed the House, they should now proceed with the Cross Examination of Mr. Larkins.

WILLIAM LARKINS Esquire was again called in, and cross-examined, as follows :

Q. Whether the Bonds of which you were speaking when last examined, are those on which Mr. Hastings had never received One Rupee of Principal or Interest, the Three Bonds that were taken, Two for the Dinagepore, and One for the Nudca Money ?

A. They were.

Q. Were not these Bonds taken in the First Loan, and the Bond No. 89, taken in the Second Loan ?

The Printed Minutes, Page 1155, were shewn to the Witness ; and he said :

A. They were.

Q. Was not the Second Loan adapted to the Purpose of remitting Money to England ; and the First Loan to that of investing Money that was to be kept in India ?

A. They were so.

Q. Was the Bond, N^o 89, taken for the Lack of Rupees advanced by Mr. Hastings from his own private Cash, and sent to Chimnajee Boosla ?

A. It was.

Q. You have been asked, whether Mr. Hastings might not at any Time have drawn out the Money that was deposited in the Publick Treasury, in his Name, belonging to the Company, to which you have answered, that he might : Did Mr. Hastings, in fact, ever draw out One Rupee of such Money, after the Moment when it was first paid in ?

A. He never did.

Q. During the Period in Question, was Mr. Hastings in the Habit of frequently borrowing Money for himself, and on his own Account, at a very high Interest ?

A. Mr. Hastings did borrow frequently Sums of Money, for which he gave Bonds bearing Ten and Twelve per Cent. Interest.

Q. At the Time of borrowing such Money, would it have been peculiarly advantageous to Mr. Hastings to have made use of the Deposit which stood in his Name, and which it is admitted he might at any Time have drawn out ?

A. If Mr. Hastings had chosen to have taken that Liberty with the Property, which apparently was his, he might have saved himself a considerable Expence of Interest.

Q. At the Time when Mr. Hastings was borrowing Money in the Manner and on the Terms you have described, could he have converted into Cash the Three Bonds in Question ?

A. I think that he might have sold them all, if he had been so disposed to do.

Q. Would it not have been advantageous to Mr. Hastings to have raised Money on those Bonds, by pledging them as a collateral Security ?

A. He might have done so.

Q. Were they, in fact, ever taken out of your Possession for such a Purpose, or was such a Use ever made of them ?

A. They never were taken out of my Possession for such a Purpose ; and of course no such Use was ever made of them.

Q. You have said, that at One Time the Company stood debited in the publick Accounts for Interest on these Bonds, but that, in fact, not One Rupee of Principal or Interest was ever paid ;

was this Entry made in consequence of any special Directions from Mr. Hastings or you, or as a Thing of course, in consequence of Bonds being taken?

A. The Company were charged with Interest on these Bonds in the same Manner as they were on every other Bond that had been granted; there were no particular Directions given, either by Mr. Hastings or myself, or by the Governor General and Council.

Q. The Company being debited for the Interest upon these Bonds, was it not of course for you to have received it when it became due, if you had considered these Bonds as the Property of Mr. Hastings?

A. I do not recollect what Instructions I did receive from Mr. Hastings, in regard to these Bonds, between the Month of January 1781, when they were first applied for, and the 22d of May 1782, when I became completely acquainted with the Transaction. It is certain that I must have received some Intimation from Mr. Hastings which induced me not to demand the Interest on the Bonds as the same became payable, for otherwise I should have taken it up as a Thing of course: I did not take it up; but I do not know what Directions I received which induced me not to take it up; some Directions I must have received, or I certainly should have taken it up.

Q. You have said that Mr. Hastings submitted the Property of the different Sums specified in the Account of the 22d of May 1782 to the Company; in making Use of this Expression, did you allude to any Conversation respecting the Subject between Mr. Hastings and yourself, or merely to your Recollection and Construction of the Two Letters of the 20th of January 1782, and of the 22d of May in the same Year?

A. Merely to the Recollection which I had of the Allusion contained in these Two Letters.

Q. You have been asked, whether Mr. Hastings himself kept any Account from which that of the 22d of May 1782 was made out; was Mr. Hastings in general a Man attentive to the State of his own private Accounts, or peculiarly the reverse?

A. Mr. Hastings was particularly negligent of the State of his private Accounts; it was with the utmost Difficulty that I could ever prevail upon him to pay any Attention to his private Affairs; for One Engagement that he made for that Purpose which he actually fulfilled, of investigating the State of his Affairs, he broke a great many indeed; he never would suffer me to trouble him with any Question respecting his private Affairs, but with the utmost Difficulty.

Q. Did Mr. Hastings entrust the keeping of his private Accounts, and the Management of his own pecuniary Concerns chiefly to you?

A. Entirely so.

Q. Do you know whether the Sums which form the Account contained in the Letter of the 21st of February 1784, in Pages 1121-2 of the printed Minutes, were in fact expended by Mr. Hastings, and applied to the Purposes stated in that Account?

A. I do.

Q. Were they so expended and applied?

A. They were.

Q. You have been asked, whether, during the Period of the Transactions in Question, you filled the Office of Accountant General, did you owe your Appointment to such Office to the Influence or Nomination of Mr. Hastings, or was you appointed by the Court of Directors in the usual Course of the Service?

A. I went into the Office as One of the youngest Assistants; I succeeded to the Head of it, and was appointed expressly so, by the Court of Directors; I do not feel myself indebted to Mr. Hastings's Influence for that Nomination.

Q. In the printed Evidence, Page 2145, there is an Extract of a Letter to the Court of Directors in the following Words: "This Plan was suggested by the Accountant General, Mr. Larkins, and from his professional Abilities, Zeal for the publick Service, and acknowledged Integrity, merits the most deliberate and candid Discussion. Signed, Cornwallis."—Did you fill the Office of Accountant General at the Time of the Date of this Letter?

A. I filled the Office of Accountant General during the greatest Part of Lord Cornwallis's Government.

Q. During the Thirteen Years that Mr. Hastings presided over the Government of India, had you frequent and almost daily Opportunities of observing his Disposition and Conduct with respect to the publick and his own private Concerns?

A. I had.

Q. Was

Q. Was he a Man of a fordid, venal, and mercenary Disposition, eager for his own private Interests at the Expence of the publick Welfare, or zealous for the publick Welfare to the Neglect of his own private Interests?

A. Mr. Hastings very much neglected his own private Affairs; I really know of no Act of Mr. Hastings which I can suppose him to have committed either from the Expectation of Gain, or for Gain itself. Mr. Hastings frequently embarrassed himself by Acts of Friendship towards Gentlemen in Calcutta, and was from that Circumstance very often under the Necessity of borrowing Money; I do not consider Mr. Hastings to have been the least venal; I think him very far from a fordid Man, the opposite of that Character.

Re-examined by the Managers for the Commons.

Q. How often have you seen Mr. Hastings, his Agent, or Counsel, since you came from India?

A. I really cannot say how often I have seen them, but though I should say I have seen them every Day, if that had been the Case, I should not hesitate at saying so.

Q. Be so good to recollect; have you been in the Habit of seeing them, or any of them, pretty frequently?

A. I have.

Q. Have you had any Conversation with them upon the Subject of Mr. Hastings's Affairs relative to this Prosecution?

A. I have already said, that I did not feel myself at all precluded by any Duty I owed to the Honourable Managers from communicating to Mr. Hastings's Counsel the Questions which had been put to me by the Managers, and the Answers I gave to them, as far as I could recollect them: I am not ashamed to confess that before this Honourable Court. The Honourable Manager will I believe, recollect that I prefaced my Examination before the Committee with these words; I admitted that I was the Friend of Mr. Hastings; I admit that here; but I told the Honourable Manager at the same Time, *magis amica veritas*. I am not afraid of being thought to have acted improperly.

Q. What Reflections or Observations Mr. Hastings's Agents made to you upon your communicating the Answers which you had given to the Committee?

A. Upon my Word I do not recollect; I took no Memorandum at the Time.

Q. You do recollect the Communication, but do not recollect what was said to you upon it; is that the Fact?

A. The Fact is so.

Q. How came you to recollect the Communication, and not to recollect the Observations made upon it?

A. Because I thought the Solicitor of Mr. Hastings, or his Counsel, were entitled to receive that Communication from me; I did not know that it was necessary that I should endeavour to preserve a Recollection of the Observations that they made upon these Communications.

Q. Do you recollect that they offered to furnish you with any Information from Mr. Hastings's private Books, which might enable you to supply the Defects of your Memory upon that Examination, or to explain those Things, which, for Want of Recourse to those Books, you have not been able to make clear to this Court?

A. I have not asked them for any such Information.

Q. Are you not sensible that such Defects of Memory and Information did actually exist?

A. Yes, I am.

Q. Whether you applied to them for any such Means of Information or Recollection?

A. I did not.

Q. Whether you recollect when it was that Mr. Hastings told you that the Bonds which he had taken were for the Dinagepore and Nuddea-Money?

A. The 22d of May 1782.

Q. Not before?

A. Not before.

Q. Did he tell you, at the Time that the Bonds were taken, from whence that Money came?

A. He did not.

Q. Did he tell you that it was for Money issued from his private Cash?

A. He did not, because he knew that I knew the contrary.

Q. Whether

Q. Whether he gave you any Explanation upon the Subject?

A. I have already said, that I must have received some Intimation from Mr. Hastings, which induced me to consider these Bonds, though apparently his Property, not so; otherwise One Year after their Date I should have applied to the Treasury for the annual Interest which then became payable upon them. I did not do so. I do not now know why I did not do so; but I do know, that Mr. Hastings never told me, before the 22d of May 1782, any Thing that could have led me to suppose from whom that Money was obtained.

Q. Then inform the House, whether you have any Recollection at all of receiving any such previous Intimation from Mr. Hastings, or whether it is only a Conclusion of your own Reasoning?

A. I have no Recollection of when I received such an Intimation.

Q. Were these Bonds entered in Mr. Hastings's private Books?

A. They never were.

Q. Then did you enter in Mr. Hastings's private Books all the Objects of his Receipt?

A. The Question assumes a Circumstance for a Fact, which is not a Fact.

The Managers for the Commons desired the Question might be read to the Witness.

The Question was accordingly read by the Clerk.

Q. Then did you enter in Mr. Hastings's private Books all the Objects of his Receipt?

Then the Witness was asked by the House:

Q. What is the Fact you suppose to be assumed by the Question?

A. I thought the Question had assumed, that I had said that I had entered in Mr. Hastings's Books all the Objects of his Receipts.

Q. The Question is, Whether you did?

A. I perhaps have misunderstood the Question put by the Manager. I cannot take upon myself to say that Mr. Hastings's Books did; I have indeed said the contrary, that Mr. Hastings's Books did not contain all his Receipts; how then could I say that I had entered in those Books all the Objects of his Receipts?

Q. (By the Managers.) Then Mr. Hastings's private Books did not contain the Whole of Mr. Hastings's pecuniary Transactions of Receipt?

A. They did not certainly.

Q. Whether Mr. Hastings's private Books contained all the Objects of his private Expenditure?

A. Mr. Hastings may have received Money, and paid it away again, for any Thing I know; I therefore cannot take upon myself to swear that his Books do contain the Expenditure of every Rupee that came into his Possession.

Q. Whether you have not said, that Mr. Hastings was very careless in the Manner of keeping his Accounts?

A. I have.

Q. Whether there were not a vast Number of extremely minute Expenditures in that Sum of Money collected by you as a Set-off against Rajah Nobkissin's Money?

A. Those Particulars were delivered into my Office by Cantoo Bahoo's People, the Particulars of which they gave in to me, without any particular Directions from Mr. Hastings as to the Degree of Minuteness they were to observe. They were entered in Mr. Hastings's Books as a Thing of course; and though Mr. Hastings might at different Times have heard of the Amount, the Particulars are not likely to have attracted his Attention.

Q. Whether you do not consider the Entry of a great Number of minute Expenses as an exact Mode of keeping an Account?

A. It is.

Q. Then be so good as to inform this Court, whether it is not usual for Persons of Rank and Consideration in India to keep the Accounts of their minute Payments and Receipts, through the Means of their Sircars or Banyans of some Description or other?

A. It is.

Q. Whether or no the Payments of Mr. Hastings's Salary and known Emoluments did not usually pass through that Channel?

A. They did.

Q. What Reason have you to believe that Cantoo Baboo, who was Mr. Hastings's Sircar, was extremely negligent of his Affairs?

A. I have no Reason to believe that he was extremely negligent of his Master's Affairs.

Q. Then you are to be understood, that the Accounts of the principal People in Bengal are generally kept by their Banyans, and that Mr. Hastings's Banyan was not a Person negligent in his Accounts?

A. I do not take upon myself to say either in Affirmation or Contradiction of the Assumption of the Question; I do not know particularly what Attention Cantoo Baboo personally gave to Mr. Hastings's Affairs; I do not know that he was negligent.

Q. Whether or no you was always privy to the Accounts that passed between Cantoo Baboo and Mr. Hastings, and to all the Money Transactions that passed between Cantoo Baboo and Mr. Hastings, before they were brought to your private Office?

A. I never had any Concern with them until they came to my private Office; I never was present at any such Business between Cantoo Baboo and Mr. Hastings in my Life.

Q. Then, having said that you had great Difficulty to get Mr. Hastings to keep an Appointment to look at his private Accounts, had Cantoo Baboo the same Difficulty, to your Knowledge?

A. I believe just the same.

Q. How do you know it?

A. I can only know this from the Knowledge that I have of Mr. Hastings's Character.

Q. The Question means as to Cantoo Baboo?

A. With Cantoo Baboo I had very little personal Concern, and therefore I cannot satisfy the Court upon this Point.

Q. Whether, to your Knowledge, there was or was not a great Difficulty of getting Cantoo Baboo to attend to Mr. Hastings's Accounts?

A. I have no Reason to suppose that Mr. Hastings would not pay as much Attention to my Request to him to look into the State of his Affairs, as he would to a similar Request from Cantoo Baboo.

Q. Do you know that there was a Difficulty to get Cantoo Baboo to account with you for Mr. Hastings's private Affairs, and to keep his Appointments for that Purpose?

A. I believe I have not said such a Thing; Cantoo Baboo came to me whenever I had Occasion to apply to him; that however was but seldom: I do believe that, from the Year 1775 to the Year 1792, Cantoo Baboo was not One hundred Times in my House, and I speak very much within Compass.

Q. In what Manner did you make up Mr. Hastings's Books; from Weekly Accounts, from Monthly Accounts, or how?

A. Cantoo Baboo's Sircars brought the Bengal Accounts daily sometimes, at other Times monthly; indeed, whenever Occasion required, they were brought in the Bengal Language to a Native Writer at my House, who translated them into the best English that he could; I corrected them, and instructed him as to the Manner in which they were to be entered in Mr. Hastings's private Books.

Q. Then understand, that the Question is not about Cantoo Baboo personally; but whether from Cantoo Baboo's Office you have found any Difficulty in making up the Accounts?

A. I never had any Difficulty in obtaining Information from Cantoo Baboo, or his People, regarding any of Mr. Hastings's pecuniary Transactions; the Difficulty to which I have alluded, in my Deposition of To-day, was to get Mr. Hastings to look into the Accounts which I had received from Cantoo Baboo.

Q. Do you know for certain, or do you know of your own Knowledge, that Mr. Hastings did not regularly account with Cantoo Baboo, or some of his People?

A. I do not believe that Mr. Hastings ever did.

Q. The Question is, as to your Knowledge, and not as to your Belief?

A. Then I do not know that he did.

Q. Do you know that he did not; do you know any Instance in which he did not?

A. I know of none in which he did.

Q. Answer whether you know any Instance in which he did not?

A. I conceive that I have answered the Question.

The Managers for the Commons desired the Question might be read to the Witnesses.

The same was accordingly read by the Clerk.

The Witness said:

A. I do not feel myself able to answer the Question any further than I have.—I cannot swear he did not.—I can only swear as to what I know Mr. Hastings did do; but how can I swear that I know he did not do any Thing?

The Four last Questions, and Five last Answers thereto, were ordered to be read to the Witnesses.

The same were accordingly read by the Clerk :

Q. Whether you know of any Instance of Mr. Hastings having neglected it?

A. I do not know of any Instance in which I could have thought it necessary for Mr. Hastings to have done so.

Q. Necessary to have neglected?

A. No; necessary for Mr. Hastings to have made such Enquiries of Cantoo Baboo's People :—I have no Reason to suppose Mr. Hastings would have been more anxious in making Enquiries of Cantoo Baboo's People, than he was of applying to me :—I know of no Instance in which he would have applied to them, in which he would not have applied to me :—I could never get him to look into his own Affairs but with very great Difficulty.

Q. Whether the Accounts of Receipt and Payment did not pass between those People and Mr. Hastings before they came to you at all?

A. I am almost certain not; I believe not, certainly.

Q. You will recollect yourself?

A. I cannot suppose Mr. Hastings to have called Cantoo Baboo's People before him to account with them; but I do not believe that he ever did such a Thing.

The Managers for the Commons desired the last Question but One might be read to the Witnesses.

The same was accordingly read by the Clerk.

The Witnesses said :

A. I believe they did not; I have no such Idea.

Q. Who brought Mr. Hastings's Money to you?

A. Mr. Hastings's Money was not brought to me.

Q. Who gave you the Account of the Expenditures?

A. Cantoo Baboo's People.

Q. Then why are you not to be understood, that the Whole of the Receipt and Expenditure passed through Cantoo Baboo's People, before it came at all to you?

A. I do not know why I should not be so understood.

Q. Whether these People could have received all Mr. Hastings's Money, and expended it at their Pleasure, without any Controul, either on the Part of Mr. Hastings, or on your Part?

A. I certainly frequently thought the Controul I had over them very insufficient for Mr. Hastings's Security; that was the Reason I had frequently for requesting Mr. Hastings to look into his private Affairs; but it was very seldom indeed that I could prevail upon him to do so; and I am very well persuaded that he must have suffered great Loss from Cantoo Baboo's People, knowing how very inattentive Mr. Hastings was to what was charged in his Accounts.

Q. Then, whether Cantoo Baboo may not have received great Sums of Money from Mr. Hastings, without your knowing any Thing either of the Receipt or of the Expenditure?

A. He may, or he may not, have done so; but I do not believe that he did.

Q. Whether you have not just answered, that you believe Mr. Hastings had lost considerable Sums of Money, or something to that Effect, by Means of Cantoo Baboo and his People?

A. I dare say Mr. Hastings has been charged heavily for whatever was provided by Cantoo Baboo's People, for they knew very well that Mr. Hastings did not look after his private Accounts; and they must have known that my Controul over them was very insufficient.

Q. Then, as Cantoo Baboo's People may have expended Mr. Hastings's Money dishonestly, how do you not know that they were more exact in the Accounts of the Receipt, than in the Expenditure?

A. I do not know how I am to answer to a Question, how I do not know a Thing: If I know a Thing, I can say that I know it.

Q. In

Q. In an Account which you know to be irregularly kept, and state to be irregularly kept in point of Expenditure, what Reason have you to think that it was more regularly kept with regard to the Receipt?

A. I have no Reason.

Q. Then do you not know that Cantoo Baboo may have received considerable Sums of Money on Account of Mr. Hastings, without giving you any Information at all upon the Subject?

A. I do not believe that any considerable Sum of Money could have been received by Cantoo Baboo's People, in the Manner stated by this Question.

Q. Answer the Question?

A. I really do not know how I am to answer Questions, of what a Man may have done, or may do, or might do; I can only answer to what I know a Man has done.

Q. Whether, in fact, Cantoo Baboo had not received considerable Sums of Money for Mr. Hastings, which you did not know till a considerable Time after the Receipt, and not from him in the First Instance?

A. Does the Question mean the Sums for which Bonds were taken?

Q. Answer, whether you do not know, in fact, that Cantoo Baboo had received considerable Sums for Mr. Hastings, in the Manner described?

A. I know of no such.

Q. Do you not know of a Sum of Ten Lacks of Rupees received by Cantoo Baboo for Mr. Hastings, and not accounted for to you as a Part of Mr. Hastings's private Cash or otherwise?

A. I now understand the Question put, which I did not before.—Cantoo Baboo accompanied Mr. Hastings up the Country; I mean, up to Benares and Lucknow. Soon after Mr. Hastings came back, Cantoo Baboo's People gave in the Account of the Receipts and Disbursements which had taken place during Mr. Hastings's Absence. In this Account the Ten Lacks of Rupees received from the Vizier is stated as an Article of Receipt.

Q. How came you, then, to say that you knew of no such Instance?

A. Because I misunderstood the Question put.

Q. Whether Mr. Hastings had not some other Accountants in the Receipt of Presents, in the Receipt of Money, besides Cantoo Baboo and his People?

A. If he had any such, it never came to my Knowledge.

Q. Can you tell how Cantoo Baboo came not to keep an Account of the original Receipt of Ten Lack of Rupees, the Expenditure of which was accounted for to you by Cantoo Baboo?

A. I fancy I must have misunderstood the Question.

Q. Whether or no there was not a Receipt of Ten Lacks of Rupees kept in the Persian Language, by a Persian Moonshy, and not by Cantoo Baboo?

A. I did not consider the Paper read over to me by the Moonshy as a Receipt; it was a Memorandum of the Presents made to Mr. Hastings, which Cantoo Baboo's People received.

Q. How comes it that it was kept in the Persian Language by the Moonshy, and not in the Bengal Language by Cantoo Baboo?

A. I really do not know.

Q. Whether it does not appear that some Accounts were kept in another Language, by other Persons than by Cantoo Baboo?

A. The Moonshy certainly did keep the Particulars of the Sums for which Bills of Exchange were given to Cantoo Baboo to realize. Mr. Hastings might not choose to let Cantoo Baboo know, at the Time, by whom those Presents had been made; and I suppose that was the Reason why the Account was kept by the Moonshy in the Persian Language; it was more in the Course of Business for the Moonshy to be made acquainted with such Presents than Cantoo Baboo.

Q. Whether you do not know that Mr. Hastings had another Accountant, a Bengalee, besides Cantoo Baboo, for the Receipts of Money?

A. Gunga Govind Sing received Sums of Money by Mr. Hastings's Directions: I suppose him to be the Person alluded to by the Description given in the Question.

Q. Has Gunga Govind Sing ever directly accounted with you, either for the Receipt or Expenditure of any Money?

A. He never has.

Q. What

Q. What Time do you fix for the borrowing of Money from various People upon Bonds by Mr. Hastings?

A. Mr. Hastings borrowed Money very soon after he arrived in Bengal, and continued in the Habit of doing so till he left Bengal.

Q. Do you recollect from whom he borrowed those Sums of Money?

A. From a Variety of People. Mr. Hastings was very indifferent as to the Persons from whom he borrowed it.

The Question repeated.

A. I believe I can mention the Names of some few Persons: Gopaul Dofs's House was one of them, and many of the Bankers, the great Shroffs in Calcutta, and from Europeans too. I can give no other Answer to the Question.

Q. Did those Borrowings appear in your Books?

A. Those Borrowings appeared in the Books kept by me for Mr. Hastings.

Q. Do you remember the Payments, to whom they were made, and when entered?

A. Indeed I do not.

Q. Then you do remember the Borrowing, but do not remember the Payments?

A. I only remember that they must have been paid; because when I left India I do not know that Mr. Hastings was indebted to any Body there: He was so at the Time that he left India, and I discharged the Debt for him as his Agent. I have no distinct Recollection of the Times when, or the Persons to whom such Repayments were made.

Q. Answer, whether or no the Payments were ever entered, to your Knowledge, in Mr. Hastings's private Books, and how many of them?

A. As the Bonds were discharged during Mr. Hastings's Stay in India, the Payments were entered in Mr. Hastings's Books: I cannot recollect how many.

Q. Are you sure they were so entered? Can you undertake to swear that they were so entered?

A. I know of no Bond which Mr. Hastings executed in India which he did not discharge, and for which the Payments were not entered in his Accounts, excepting those upon which I have been examined; I mean those granted by him to Nobkissin.

Q. I desire to know specifically, whether you undertake to swear that the Money borrowed of Gopaul Dofs was actually paid, yea or no, as appears upon the Books?

A. I cannot doubt that any Sum charged as paid by Mr. Hastings's Books was paid.

Q. Say specifically, whether the Sum of Money which you state to have been borrowed from Gopaul Dofs was entered as paid in your Books?

A. Such Part of it as was discharged during the Time of Mr. Hastings's Residence in Bengal must have been entered in Mr. Hastings's Books.

The Managers for the Commons desired the Question might be read to the Witnesses.

The same was accordingly read by the Clerk.

The Witnesses said,

A. The Remainder could not, because it was not paid till after Mr. Hastings went away, and he had taken the Books with him; the Remainder having been paid by me as his Agent, was charged as such in the Account Current that I transmitted to him in England during the Time of my being in Bengal.

Q. How much was paid of Gopaul Dofs's Debt before Mr. Hastings left India?

A. I really do not know.

Q. How much remained unpaid when Mr. Hastings took away his Books?

A. I cannot tell even that.

Q. Did not you pay it after he went away?

A. I did; but I really do not recollect what the Amount was that I did pay; I paid it in small Sums, as I could collect in Mr. Hastings's Money after he went away.

Q. Whether you ever took any Acquittance for any of those Payments, or kept any Account of your Trust to collect Mr. Hastings's Debts, and to pay any Arrears that were due from him?

A. I did

A. I did take an Acquittance, which Acquittance I delivered over to Mr. Hastings's Attorney when I left Calcutta; and I did furnish to Mr. Hastings an Account of the Trust which he had delegated to me.

Q. Did you keep no Account of the Management of that Trust in your own Hands; no Copy or Duplicate of the Account and Execution of that Money Trust in your own Hands?

A. I did; I have it in my Possession, and am ready to produce it if the Court shall think fit: But it is an Account of Receipts and Payments.

Q. Then, why have you thought proper to say that you recollect nothing of the Matter?

A. As I have got Accounts of them, I chuse to depend upon those Accounts rather than upon my own Recollection.

Q. Recollect what the original Sum of Money was that was borrowed, and what the Arrear was that you paid?

A. I do not recollect the Sums applicable to the Question.

Q. Whether or no the whole Sum of Money borrowed from Gopaul Dofs, leaving such an Arrear, appears upon your Account Books or not?

A. What was paid during Mr. Hastings's Residence in India was included in Mr. Hastings's private Books; what was paid after by myself is included in mine: I never did attempt to recollect Numbers when I had entered those Numbers in a Book, preferring always to refer to the Book itself.

Q. What Security had you that the Demand upon you should not be indefinite, if you had no Voucher to shew what the Sum of Money originally borrowed was?

A. I knew from Mr. Hastings's private Books what the Amount of the Loan was, because when borrowed, it formed a Part of his Receipts. I also knew from Mr. Hastings's Books how much of the Sum borrowed had been paid when Mr. Hastings left India. I abstracted from those Books the Sums owing to and by him, and I collected the one and discharged the other, according to the Extracts which I made at that Time.

Q. Then you are to be understood that you did keep some such Account?

A. I received from Mr. Hastings a Letter of Instructions for my Conduct as his Agent; I kept as a Part of my own Accounts, what I received and paid for him; I have no other Accounts than what I have described.

Q. Then you are to be understood that you did keep an Account of the Money borrowed from Gopaul Dofs, and the Payment?

A. I kept such Accounts for Mr. Hastings.

Q. After Mr. Hastings's Departure?

A. After Mr. Hastings's Departure I kept the Account of the Payments.

Q. But not of the Receipts?

A. Mr. Hastings could not have borrowed Money after he left Bengal from Gopaul Dofs's People.

Q. Did not you say that Mr. Hastings had Debts due to him, which you collected?

A. I did.

Q. Whether Mr. Hastings borrowed any other Money upon Bond at and about the Time of his borrowing Money from Rajah Nobkissin?

A. I do not know that he did; I rather think that Mr. Hastings must have applied the Money that he borrowed from Nobkissin to discharge other Bonds.

Q. At what Time did he borrow that Money from Rajah Nobkissin?

A. I have already said, in my former Day's Examination, that I do not recollect it; and I do not recollect it even now.

Q. Whether or no, when Mr. Hastings kept Bonds by him as Creditor to the Company, it would not have relieved the Company to have delivered up these Bonds?

A. It would have relieved them no further than by diminishing the Amount of their Debts.

Q. Then why did Mr. Hastings borrow great Sums of Money at an exorbitant Interest to his own Disadvantage, when he had Money producing no Interest from the Company, and might have applied it in Diminution of their Bond Debt?

A. I never asked Mr. Hastings that Question.

Q. At what Time was it when the Interest must first have accrued upon these Bonds, so as to have been paid; when was the Interest first demandable upon those Bonds?

A. On

A. On N^o 1539, from the 1st of October 1781—On N^o 1540, from the 2d of October 1781—On N^o 1551, from the 23d of November 1781. On these Dates Mr. Hastings was not in Calcutta, I had them in my Possession; I was his Attorney, and if I had not received some Intimation from him by which I felt myself precluded from acting in the ordinary Way of Business, I should certainly have demanded on those Dates the annual Interest on those Bonds; I did no such Thing; I cannot tell your Lordships why I did not do so; I wish I could.

Q. The Question is, at what Time the Interest upon those Bonds was demandable in court?

A. On the Dates I have just stated, the very Day Twelvemonth after.

Q. How soon after the accruing of that demandable Interest did Mr. Hastings inform you that the Bonds did not belong to him?

A. On or about the 22d of May 1782.

Q. What Reason had you for keeping the Bonds in your Hands after Mr. Hastings had declared to the Company that the Money did not belong to him?

A. No other than that Mr. Hastings did not desire me to deliver them over to the Company.

Q. Then did you think yourself bound to keep these Bonds, which stated Sums of Money due to him by the Company, after he had declared the contrary; what was your Motive?

A. I did not receive any Directions from Mr. Hastings to deliver them up to the Company, and I thought that the less necessary to be done, as Mr. Hastings, on the 29th of May, had affixed an Indorsement upon them, which precluded any Demand ever being made upon the Company for them.

Q. Whether you know any Thing of those Sums of Money which you state to have been paid to Chimnaje Boosla?

A. I believe them to have been paid as they are stated to have been paid; I never saw the Money, either in the Receipt of it, or in the Payment of it.

Q. Upon whose Authority then do you know that such Money was ever paid?

A. Upon the Authority of the Records of the Council.

Q. Who were then Members of the Council?

A. Mr. Hastings, Mr. Francis, and the late Mr. Wheeler.

Q. Then are you sure that the Payment of that Sum of Money appears at that Time upon the Records of the Council, and from whence does it appear to have issued?

A. The Records of the Council assert a Sum of Money to have been sent to the Mahratta Army; that Money did not pass through the publick Accounts until some Time after Remittances had been sent from Calcutta; Mr. Hastings applied for Bonds for those Sums; when he applied for those Bonds, the Sub-Treasurer was directed to charge the Amount to the Head of Secret Services, and to give Mr. Hastings Bonds for the same.

Q. What Vouchers were there produced at the Treasury, to your Knowledge, for the Application of that Money?

A. I do not know of any; but the Money was paid to Mr. Croftes, and by him, as Sub-Treasurer, sent to the Mahratta Army.

Q. Are you sure that Mr. Croftes did send that Money to the Mahratta Army, and by whom?

A. Although I did not see the Money sent away, I have no Doubt but that it was sent away.

Q. Whether there is any Voucher upon the Company's Books for the Remittance and Receipt of that Money by Chimnaje Boosla?

A. I know of no such Voucher for the Receipt of the Money; I suppose it to have been acknowledged by Chimnaje Boosla in his Correspondence with the Governor General.

Q. Whether it is the Way of the Treasury there to keep Accounts of Sums of Money paid from the publick Treasury on Account of Cash advanced by an Individual on Loan, without any Vouchers of its having been paid or applied in the Manner stated?

A. When an Individual sends Money to the Treasury, he of course obtains a Bond for the same, if he has sent it there for that Purpose; Vouchers are seldom required for Receipts; with respect to the Payment to which the Question alludes, I conceive the Sub-Treasurer to have had a Voucher for the Entry in the Order of Council, by which he was directed to grant these Bonds.

Q. The

Q. The Question is not of the Bonds, but whether it is usual in the Treasury respecting Money so circumstanced, not to have any Voucher for the Expenditure agreeably to the Terms of the Order?

A. There is no other Instance of the Kind alluded to by the Question, at least none has come within my Knowledge.

Q. Then this whole Transaction was entirely out of Course; is it to be so understood?

A. It certainly was.

Q. Whether or no you recollect that at or about the Year 1774 or 1775, Mr. Croftes did not confess himself to have made very erroneous Entries in the Treasury?

A. I recollect no such Thing.

The Managers for the Commons stated, that it was in Proof that the Witness had said that Mr. Croftes did.

The Witness said,

A. I beg it may be produced; I request that this particular Circumstance may be very fully stated to the Court, because the Validity of my Testimony is very much affected by what has just passed; I recollect very well what the Honourable Manager means; but it has no more to do with the Point, than a Circumstance that happened in Utopia, if there is such a Thing.

Then the printed Minutes were shewn to the Witness, and the Witness said,

A. I appear, as Sub-Accountant in the Year 1775, to have delivered in to the Government a Statement of the Nabob Asuph ul Dowlah, and the Nabob Nuqjim ul Dowlah, and the Nabob Mowbaric ul Dowlah, differing from what Mr. Croftes had delivered in to the Board; but I cannot find that I have taken upon myself to say, that Mr. Croftes' Account was erroneous; I did not recollect the Transaction when the Question was asked.

Q. Do you not know that Mr. Croftes himself had confessed it?

Then the following Question and Answer were read over to the Witness:

Q. Whether or no you recollect that, at or about the Year 1774 or 1775, Mr. Croftes did not confess himself to have made very erroneous Entries in the Treasury?

A. I recollect no such Thing.

Then the Witness said,

A. Well; I do not now even recollect any such Confession from Mr. Croftes; but there may have been such a Confession from Mr. Croftes.

Q. Is not the Error admitted on the Face of the Account, you having been then Sub-Accountant?

A. It is impossible for me, at the Distance of Twenty Years, to recollect such Circumstances as those that were then delivered in the Course of Business; how can I take upon myself to swear to them?

Q. Was it not an Error admitted by all the Parties in the Account, and a material One, and ordered to be corrected and adjusted in the Account?

A. I really cannot recollect, at this Distance of Time, what has or has not been admitted.

Q. Whether you have ever explained to Lord Cornwallis any Part of the Transactions of Mr. Hastings with relation to the private Receipt of Money?

A. I may have discoursed with Lord Cornwallis upon this Subject, and I dare say I have; but I really do not recollect what I have said to his Lordship upon that Subject.

Q. Whether or no you gave any Information to Lord Cornwallis of any Arrear due to Mr. Hastings from Gunga Govind Sing for Money alledged to be received by Mr. Hastings from the Province of Dinagapore to be applied to the Use of the Company?

A. I do not recollect having given any such Information; but I beg Leave to say, that I do not mean positively to swear that I may not have conversed with Lord Cornwallis upon the Subject.

Q. Did you not, being Accountant General, inform Lord Cornwallis, or any other Person, that such a Sum of Money was due to the Publick upon a Caboolat given to Mr. Hastings, and might be recovered for the Use of the Publick?

A. Lord Cornwallis did not arrive in India until after I had written my Letter to Mr. Devaynes: Having written that Letter, knowing, as I did, that the Letter would be produced and made

made publick, I felt myself not in the least precluded from conversing with Lord Cornwallis upon the Subject; the Letter, in fact, amounted to a Reference to the Company: if the Company thought it right to make the Demand upon Gunga Govind Sing, or that such a Demand should be made upon him, it was in their Power to have done so; they did not do so. I never received from the Court of Directors any Orders to give them any further Information than what I had given in my Letter to Mr. Devaynes; and as long as I remained in India, I know of none having been given to the Governor and Council.

Q. Was any Information given to Lord Cornwallis of the large Arrear upon the Caboolcat of Patna?

A. I may have conversed upon this, and most probably have.

Q. Whether your Recollection serves you, that you have informed Lord Cornwallis of such a Balance due?

A. If the Question means by Information, that I told such a Circumstance to Lord Cornwallis, with an Intent that it should operate upon his publick Conduct, I have done no such Thing; what I may have said in private Conversation to Lord Cornwallis, I cannot take upon myself to swear to; I really never expected to be asked such a Question by anybody.

Q. Whether or no you would have given an Account of these secret Transactions between you and Mr. Hastings to the Company, if Mr. Hastings had not expressly ordered you so to do, such an Account as it was?

A. I certainly should not; and should have thought myself to have been a base Man if I had done so. I became acquainted with these Circumstances through the Medium of a Confidence personally reposed in me, and therefore did not feel myself bound to take any publick Notice of them: I have said as much at the Conclusion of my Letter to Mr. Devaynes.

Q. Then you recollect that you have said that you was afraid that Sadanund had betrayed Mr. Hastings respecting the Present he had made to Mr. Hastings?

A. I do not recollect having said that; but I recollect having said, that at the Time when the Money was paid to me, I did apprehend Sadanund meant to betray Mr. Hastings: I told that Apprehension of mine to Mr. Hastings, who treated it with Scorn and Indifference.

Q. Whom do you imagine Sadanund had betrayed the Secret to?

A. I did not apprehend any particular Person that Sadanund had betrayed Mr. Hastings to; but I did suppose it very possible that Sadanund would have told Mr. Francis this very Circumstance.

Q. Whether you recollect what Time it was that you understood from Mr. Hastings that Gunga Govind Sing gave to Mrs. Wheeler the Sum of Ten thousand Pounds in Jewels, from the Money that he ought to have paid Mr. Hastings?

A. I have already said, that some Time after the 22d of May 1782, but how long after I cannot take upon myself to say, I reminded Mr. Hastings of the Circumstance of there being a Balance in Gunga Govind Sing's Charge: When I reminded Mr. Hastings of this, he seemed very much vexed, and told me that the Man had pretended to have applied it, during his Absence, in the Purchase of Jewels, or Diamonds, or Pearls, for a Present to Mrs. Wheeler.

Q. Can you call to Mind, by comparing any Circumstances, when it was that Mr. Hastings told you this?

A. I really cannot, although I have taken much Pains to investigate this Matter.

Q. Did you ask Mr. Hastings, whether he recollected at what Time it was he informed you of it?

A. I told Mr. Hastings, that I recollected the Circumstance so strongly, that although he did not recollect it, as I understood was the Case, I could not avoid saying that I recollected it, and should swear so if I was examined as to that Point. Mr. Hastings then said, "Larkins, it must be so then." Further I know not.

Q. At what Time was this Conversation?

A. Since my Arrival.

Q. Was it before the Time of your Examination before the Committee?

A. I believe, indeed I know, that it was after the First Day's Examination at the Committee that this Circumstance passed in Conversation between me and Mr. Hastings.

Q. Then are you to be understood that Mr. Hastings declared he had forgot that he had told you that the Money had been so applied?

A. It is to be so understood.

Q. That Mr. Hastings had forgot it?

A. Had forgot that he had said so.

Q. Did you understand that he had actually forgot the Fact of the Application of Ten thousand Pounds out of Forty, for which he had received a Caboodleat from Gunga Govind Sing?

A. Certainly; and I have no Doubt but what Mr. Hastings had forgot it at the Time he said so to me; and I have no Doubt that at the Time Mr. Hastings said he did not recollect it, that it was a Matter which had entirely escaped his Recollection. I did not chuse to give up mine, because it was a peculiar Circumstance which had at the Time made a strong Impression upon my Mind.

Q. Whether Mr. Hastings did not recollect that there was a very great Arrear due from Gunga Govind Sing upon the Face of the Account of what he ought to have received on the Caboodleat?

A. I have not asked Mr. Hastings whether he does or does not recollect that.

Q. Do you think that Mr. Hastings never saw the Account transmitted to Mr. Devaynes by you, by Mr. Hastings's own special Order?

A. I believe I sent that Account open to Mr. Hastings, for his Inspection.

Q. Whether in that Account Mr. Hastings's Dissatisfaction with the Excuses of Gunga Govind Sing, for paying that Money, is not expressly stated?

The Counsel for the Defendant objected to the Question.

Q. In that Account was there not expressed a great Dissatisfaction at the Excuses of Gunga Govind Sing?

The Counsel for the Defendant objected to the Question.

Q. Whether Mr. Hastings did not express his Dissatisfaction at Gunga Govind Sing?

A. I have already said that once or twice To-day, I believe.

Q. Did Mr. Hastings know that you had said that he had expressed great Dissatisfaction at Gunga Govind Sing's Excuses?

A. Mr. Hastings must have known that, if he had read my Letter to Mr. Devaynes.

Q. Whether One of these Excuses was not the Present of Jewels made by Gunga Govind Sing to Mrs. Wheeler?

A. It was.

Q. At what Time was that Sum of Money given in that Manner?

A. I have not sworn that I know it to have been given in that Manner.

Q. As you understood from Mr. Hastings?—At what Time did you understand from Mr. Hastings that this Money was given in Jewels to Mrs. Wheeler, by Gunga Govind Sing?

A. During Mr. Hastings's Absence.

Q. Absence, where?

A. From Calcutta in the Way to Benares and Lucknow.

Q. In what Year?

A. In the Year 1781.

Q. At what Time did Mr. Hastings leave Calcutta?

A. Some Time about the Month of July.

Q. At what Time was the Dinagepore Caboodleat made?

A. The Account states the Payments upon that Caboodleat, but I do not know the Date of the Caboodleat.

Q. But the Dates of the Payment of the Caboodleat, beginning with the first and ending with the last?

A. It must have been prior to the First and Second of October 1780.

Q. All the Payments?

A. All the Payments.

Q. Whether at that Time Mr. Hastings did not advance Two Lacks upon Bonds, upon the First and Second of October 1780?

A. Of the Sum of Three Lacks 6,973 Rupees, which I suppose to have been received upon that Caboodleat, Two Lacks were paid on the First and Second of October 1780, to Mr. Croftes, the Sub-Treasurer.

Q. Why was not the Rest? Did Mr. Hastings ever assign to you any Reason why at that Time he did not advance Three Lacks instead of Two, Three having been received, and One not accounted for?

A. He did not.

Q. What Reason had you when you mentioned in your Letter the Dissatisfaction of Mr. Hastings at the Excuses of Gunga Govind Sing, for not mentioning, at that Time, the Causes of the Dissatisfaction, namely, what the Excuses were?

A. Because it did not come within the Description given of the Information that I was to give.

Q. Description given by whom?

A. I mean the Description given in the Requisition made to me by Mr. Hastings; I studied to render the Information complete according to the Requisition.

The Witness was directed to withdraw.

Then the House adjourned to the Chamber of Parliament.

Erratum in Page 2719, Line Ult. for (of) read (or).

Die Martis, 29^o Aprilis 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Chancellor said,

Gentlemen, Managers for the Commons, you may proceed in your Reply.

Then the Managers for the Commons proposed to call Mr. Josiah Strahan, to prove a Bill of Discovery, filed by the Rajah Nobkissin against the Defendant in the Court of Chancery, on the 22d June 1792, touching the Sum of Three Lacks of Rupees mentioned in the Sixth Article of Charge; and the several Pleas put in by the Defendant to the same.

Mr. JOSIAH STRAHAN was accordingly called in, and being sworn, was examined, as follows:

Q. What are those Papers you have in your Hand?

A. A Bill filed in the Court of Chancery on the 27th June 1792, against Warren Hastings Esquire, by the Rajah Nobkissin.

Q. What is the Date of the First Plea?

A. The 14th February 1793.

Q. What is the Date of the Second Plea?

A. The 25th of March 1793.

Q. Did you examine them with the Record?

A. I did.

Q. Are they true Copies?

A. Yes.

Q. Have they been in your Possession ever since?

A. They have.

The Witness was directed to withdraw.

The Managers for the Commons desired the Bill and the Pleas might be read.

The Counsel for the Defendant being asked if they made any Objection to the Copies being produced instead of the Original Record, said, They did not object on that Ground.

The Counsel for the Defendant objected to the Evidence.

The Managers for the Commons being heard in Answer to the Objection, and the Counsel for the Defendant in Reply,

The House adjourned to the Chamber of Parliament.

Die Luna, 5^o Maij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker said,

“ Gentlemen, Managers for the House of Commons, and you Gentlemen of Counsel for the Defendant, I am commanded by the Lords to inform you, that the Lords have resolved “ That it is not competent to the Managers for the Commons to give in Evidence the Pleas put in by Warren Hastings Esquire, on the 14th of February and 25th of March 1793, to the Discovery prayed by a Bill in Chancery, filed against him by Rajah Nobkissin, on the 27th of June 1792, touching a Sum of Three Lacks of Rupees, or 34,000 l. Sterling Money, mentioned in the Sixth Article of Charge.” Gentlemen, Managers for the Commons, you may proceed in your Reply.

The Managers for the Commons informed the House, they should now proceed to another Head of Evidence; and First, that the Counsel having, in Pages 1571 to 1581 of the printed Minutes inclusive, on the Benares Charge, in Pages 2124, 2138, and 2148 of the printed Minutes on the Charge of Presents, in Page 2287 of the printed Minutes on the Charge of Contracts, and in Pages 1905 and 1906 of the printed Minutes on the Begum Charge, given Evidence of the Distresses of the Country, as a Justification or Excuse of the irregular Acts of Extortion, Oppression, Bribery, and Peculation, charged against the Defendant in the Articles of Charge; they should next prove, that, contrary to the Act of Parliament, the Bombay Government commenced an unjust War against the Mahrattas; that the Defendant was sensible it was an unjust War, and yet did afterwards act in Support of it, and encouraged the Bombay Government, contrary to his Sense of Propriety, to proceed in a hostile Manner, and thereby created the said Distresses so offered in Excuse or Justification of his Conduct; for which Purpose they desired the Statute 13 Geo. III. Cap. 63, § 9. might be read.

The same was accordingly read by the Clerk, as follows:

“ And be it further enacted by the Authority aforesaid, That the said Governor General and Council, or the major Part of them, shall have, and they are hereby authorized to have, Power of superintending and controuling the Government and Management of the Presidencies of Madras, Bombay, and Bencoolen, respectively, so far and in so much as that it shall not be lawful for any President and Council of Madras, Bombay, or Bencoolen, for the Time being, to make any Orders for commencing Hostilities, or declaring or making War, against any Indian Princes or Powers, or for negotiating or concluding any Treaty of Peace, or other Treaty, with any such Indian Princes or Powers, without the Consent and Approbation of the said Governor General and Council first had and obtained, except in such Cases of imminent Necessity as would render it dangerous to postpone such Hostilities or Treaties until the Orders from the Governor General and Council might arrive; and except in such Cases where the said Presidents and Councils respectively shall have received special Orders from the said United Company; and any President and Council of Madras, Bombay, or Bencoolen, who shall offend in any of the Cases aforesaid, shall be liable to be suspended from his or their Office by the Order of the said Governor General and Council; and every President and Council of Madras, Bombay, and Bencoolen, for the Time being, shall, and they are hereby respectively directed and required to pay due Obedience to such Orders as they shall receive, touching the Premises, from the said Governor General and Council for the Time being, and constantly and diligently to transmit to the said Governor General and Council Advice and Intelligence of all Transactions and Matters whatsoever that shall come to their Knowledge, relating to the Government, Revenues, or Interest, of the said United Company; and the said Governor General and Council for the Time being shall, and they are hereby directed and required to pay due Obedience to all such Orders as they shall receive from the Court of Directors

of the said United Company, and to correspond from Time to Time, and constantly and diligently transmit to the said Court, an exact Particular of all Advices or Intelligence, and of all Transactions and Matters whatsoever, that shall come to their Knowledge, relating to the Government, Commerce, Revenues, or Interest, of the said United Company; and the Court of Directors of the said Company, or their Successors, shall, and they are hereby directed and required, from Time to Time, before the Expiration of Fourteen Days after the receiving any such Letters or Advices, to give in and deliver unto the High Treasurer, or Commissioners of His Majesty's Treasury for the Time being, a true and exact Copy of such Parts of the said Letters or Advices as shall any Way relate to the Management of the Revenues of the said Company; and in like Manner to give in and deliver to One of His Majesty's Principal Secretaries of State for the Time being, a true and exact Copy of all such Parts of the said Letters or Advices as shall any Way relate to the Civil or Military Affairs and Government of the said Company; all which Copies shall be fairly written, and shall be signed by Two or more of the Directors of the said Company."

The Managers for the Commons stated, They should next produce and read an Extract from a Consultation of the 22d of January 1775, of the Bombay Government, to prove the First Allegation above-mentioned, namely, That the Bombay Government did make an unjust War upon the Mahrattas contrary to the Act of Parliament, and the Orders of the Directors.

The Counsel for the Defendant objected to the Whole of the Evidence proposed by the Managers for the Commons to be produced by them on this Head.

The Managers for the Commons being heard in Answer to the said Objection, and the Counsel for the Defendant in Reply,

The House adjourned to the Chamber of Parliament.

Die Martis, 6^o Maij 1794.

THE Lords being in their Places, the House resumed, the usual Proclamations made, and the Defendant appearing at the Bar, the Lord Speaker said,

“ Gentlemen, Managers for the House of Commons, and Gentlemen of Counsel for the Defendant, I am commanded by the Lords to inform you that the Lords have resolved, “ That it is not competent to the Managers for the Commons to give in Evidence, that, contrary to the Act of Parliament, the Bombay Government commenced an unjust War against the Mahrattas; that Mr. Hastings was sensible it was an unjust War, and yet did afterwards act in Support of it, and encouraged the Bombay Government, contrary to his Sense of Propriety, to proceed in a hostile Manner, and thereby created those Necessities which he has offered, in Pages 1571 to 1581 of the printed Minutes inclusive, on the Benares Charge, in Pages 2124, 2138, and 2148 of the printed Minutes on the Charge of Presents, and in Page 2287 on the Charge of Contracts, and in Pages 1905 and 1906 on the Begum Charge, as a Justification or Excuse of the irregular Acts of Extortion, Oppression, Bribery, and Peculation, charged against him by the Articles of Charge.”—Gentlemen, Managers for the Commons, you may proceed in your Reply.

The Managers for the Commons informed the House, That they desired to enter a deliberate Protest against the above Resolution of the House, and tendered the same in Writing, and desired the Terms of it might be entered upon the Minutes.

The House informed the Managers for the Commons, that they could not receive the same.

The Managers for the Commons stated, That the Counsel having given in Evidence, in the printed Minutes, Page 2097, a Consultation of the Committee of Circuit of the 11th July 1772, for the Purpose of shewing, amongst other Things, that the Appointment of Munny Begum was unanimously recommended, and that the Appointment of Rajah Goordas was supported by Two and opposed by Three of the Committee; and having also produced, in Page 2102 of the printed Minutes, a Passage from a Consultation of the 6th of August 1772, to shew that the Board adopted the Recommendation of the Committee as to the Points in which they agreed and concurred with the Minority, (of which Mr. Hastings was One), in the Appointment of Rajah Goordas; they would now produce some further Extracts from the same Documents, to shew the Spirit of the Reference of the Committee, and the Moderation of their Difference.

Read, from Book 189, the following Extract of a Consultation of the 6th August 1772, beginning at Page 281 of the same Book.

“ Fort William, 6th August 1772.

“ At a Consultation; Present,
William Alderfer Esquire, President;
Richard Barwell, } Esquires.
James Harris, }
Henry Goodwin, }

Secret Dept.
Thursday.

“ Mr. Lane being returned from Jessore, takes his Seat at the Board.

“ Read, the following Letter from the Committee of Circuit, together with the Proceedings which accompanied it.

Letter from
Committee of
Circuit.

“ To

" To William Aldersey Esquire, and the Rest of the Gentlemen of Council at Fort William.

" Gentlemen,

• Sic in Orig. " Since our Arrival at the * City, we have at different Meetings had under Consideration agreeable to your Instructions, the new Appointments for the conducting of the Business of the Nizamut; and the Regulation of the Nabob's Household. The Method we have pursued, and the Steps we have hitherto taken in this Business, will best appear by the Copy of our whole Proceedings relating to them, which we transmit to you along with this.

• Sic in Orig. " It is with Pleasure we can declare that on these Points, in general, there has prevailed the greatest Harmony of Sentiment in your Committee. We set out on Principles unanimously established, and the sole Difference of Opinion which has arisen relates only to the Nomination of a Person to fill the Office of Dewan. The Reason for preferring Rajah Goordas for that Employment, and the Objections which have been made to him are fully * dated in the Minutes of the respective Members now laid before you. We submit them to your Determination; and we flatter ourselves you will not only find in them the Information required, but also that Spirit of Moderation in Debate which is becoming our Characters, and necessary in the Execution of the Trust reposed in us. (a)

(Signed at the End of the Letter)

" Cossimbuzar,
28th July 1772.

• Sic in Orig.

" Warren Hastings,
Sam'l Middleton,
P. M. * Daicres,
James Lawrell,
J. Graham.

(And at the End of the Consultation)

William Aldersey,
Rich^d Barwell,
H. Goodwin."

To shew the Nature of the Approbation of the Board,

Read, further Extract from the same Consultation, beginning at Page 322 of the same Book.

✍ [“ Mr. Barwell's Minute upon the Reference made by the Committee of Circuit to the Board, for its Decision of the Difference of Opinion among the Members of the Committee of Circuit, in the Choice of a Dewan for the Nabob's Household.

Mr. Barwell's
Minute.

“ I feel a real Concern at the Occasion of this Meeting. The Subject referred to our Decision, is in itself extremely delicate, but is become much more so by the Manner in which it is introduced to us. To pronounce on a Difference of Opinion, is what I at all Times wish to avoid; for to whatever Side I may incline, it will be my Misfortune still to differ. Is there no Alternative then to avoid so disagreeable a Consequence? Permit me the Question; and if you think there is, why shall we not embrace it? With respect to any Choice I may have in the Nomination of a Dewan to the Nabob's Household, I declare, upon my Honour, it is indifferent to me what Man you promote. I think, however, it is but proper you should have an Option. One Man only has been named, and the Dilemma we are reduced to, seems to have its Existence in this Preclusion of Choice; and as there appears so many just Objections for a Difference of Opinion in the proposed Appointment of Raja Goordas, alias Nundcomar, I must beg Leave, without deserting on the particular Merits or Demerits of the Man, to make it my earnest Request, that the Governor will be pleased to select from the Number of able Ministers who reside within the Provinces, the Names of such as he thinks are qualified to fill the Station of Dewan to the Nabob's Household. I flatter myself this may be a Means of introducing Unanimity, for we shall not then have to argue on the Attachment and Abilities of One Man in particular. Many out of the Number named, will doubtless be unanimously approved. We may then, with Pleasure to ourselves and Satisfaction to the Public, say to our President, such Men's Characters are free from all Imputation, choose, Sir, whom you please from them, and we will ratify your Choice.

Question.

“ Mr. Barwell begs Leave to propose, for the Sake of Unanimity, the following Question: Whether the Board shall apply to the President to nominate a Number of Men, Twelve or Twenty, who he shall think qualified for his Trust, as he flatters himself among a Number of People, there may be many against whose Characters no Exception can be made, and consequently no Difference of Opinion can arise in the Choice; or whether they shall proceed, without attempting to produce Unanimity among the Members, to give their Opinion on the Difference of Sentiment, which has already arisen on the Subject of Goordas's Appointment?

Mr. Goodwin's
Reply.

“ Mr. Goodwin's Opinion—As I approve of the Choice made by the Governor, I think such a Reference unnecessary.

" Mr. Harris, in Reply to Mr. Barwell's Proposal, begs Leave to observe, that the Purport of it appears already to have claimed the Attention of the Committee's Minute, that his Intention is truly laudable, but as the Gentlemen have proceeded to determined Resolutions on Record, and having no Objection to the proposed Appointment, he has given his Reasons for his Approval in a Minute, which he purposes delivering in, in the Course of this Meeting.

" Mr. Barwell replies to it in the Affirmative, and also Mr. Lane.

" Mr. Aldersey agrees in Sentiments with Mr. Harris.

" The Majority is of Opinion, that such a Reference should not be made.

Mr. Harris.

Mr. Barwell's
& Mr. Lane's
The Resolution
Majority's
Opinion.

" Mr. Barwell begs Leave to remark on this Difference of Sentiment, that as the Majority is of Opinion no Reference should be made, it implies an Assent to the Governor's Proposition. Mr. Barwell would have been glad there had been an Option in this Case, because it is possible the Board might have preferred one Man to another. He does not doubt that Men of equal Capacity, and whose Attachment to the Company has never been brought in Question, are to be found in the Extent of so large a Kingdom, and among such a Number of able Men; that he thinks the Objections against Rajah Goordals and Nundcomar to be of so weighty and serious a Nature as to have obliged him not to have given his Suffrage for the Appointment. But as the Board have determined that Mr. Barwell shall not have the Choice of another, and confine it to his acquiescing to the President's Proposal, or dissenting from it, he flatters himself Goordals will answer the Expectations of the Public. His Reliance is in the Governor's Penetration and Judgment, and therefore he does not make any particular Dissent to the Appointment of this Man, though in his present Predicament he thinks him ineligible, being fixed by the Company to Calcutta, and ordered to have no Trust or Confidence reposed in him by our Government.

Mr. Barwell's
Remark.

" The several Members now enter their Minutes on the Subject of Goordals's Appointment, referred by the Committee of Circuit as follows:

" Mr. Goodwin's Minute.—I have given the closest Attention to the different Arguments contained in the Committee Proceedings for and against the Appointment of Raja Goordals to the Office of Dewan to the Nabob's Household, under the Influence and Instruction of Nundcomar his Father, and having maturely weighed the same, I must concur with Mr. Middleton in the Eligibility of the Governor's Proposition. I deem it is unnecessary to offer any Arguments of my own in further Support of the Measure, as the Reasons already set forth in the Honble. President's Minute appear to me so full and strong, not but that, as he himself observes under other Circumstances, the Arguments which have been urged by the other Gentlemen of the Committee, and which no Doubt are apparently very forcible, would bias me against it. However, with respect to Nundcomar, I shall observe (I think it not improper here to remark, that from the Character of this Man, I chose to decline seeing him when he paid me a Visit immediately after Mahomed Reza Cawn's Disgrace; this Circumstance I mention to shew, that should I happen unfortunately to err in my Judgment, I can be actuated in the present Case only through Zeal and Fidelity to my Honourable Masters) that his present Situation is widely different to what it was when he opposed the Company's political Views. He was then independent of our Government, and a Subject as well as Prime Minister to the Soubah of the Country. Whereas, being now become an entire Dependant of the Company's, he may be said to stand in the same Point of View with them as with his former Master; nor is it more reasonable to suppose, especially as the Company and Nabob have but one common Interest, that he would be equally faithful to them. I will not pretend to say through Attachment, as I apprehend there never was a Man in this Country prompted thereto merely through this Principle, at least, the Instances are but rare; but for his own as well as * Son's Sake.

Mr. Goodwin's Minute.

" Having maturely deliberated on the * Agreements set forth in the Proceedings of the Committee of Circuit, as well for as against the Appointment of Raja Goordals; the Son of Maha Raja Nundcomar, to the Office of Dewan of the Nabob's Household; I must, in Justice to both Parties, acknowledge the Weight of their Reasons, fully convinced that the Sentiments of each proceed from one and the same Motive, the Desire of promoting the Interest of our Honourable Employers, and the public Good. Was the present State of the Honourable Company's Affairs in that precarious Situation they were in the Year 1763 and 1764, and subject to the same Evils from the intriguing Genius of Maha Raja Nundcomar, I am convinced that the same Motives would influence our President and every Member of this Board, as have been set forth by Messrs. Dacres, Lawrell, and Graham, to keep him divested of the smallest Degree of Power or Authority in Government. But the present flourishing and permanent Footing we have so successfully obtained; scarcely admitting an Object for Intrigue; the many various Checks we shall have on the Maha Rajah, by which to defeat the Execution of any Scheme prejudicial to our Interest, which he would not be weak enough to project, since its Detection must terminate in his inevitable Ruin, without the possible Means of screening himself from our Relentment; the Ties which now bind him to the Interest of the Honourable Company, under whose Influence alone he can * reflect the smallest Degree of Consequence, or propose to himself the Retrieval of his Character in Life; and the Necessity of employing a Man equally capable as inclinable to elucidate the Charges that the Honourable Company have exhibited against Mahomed

* See in Orig.
* See in Orig.
Mr. Harris.

* See in Orig.

Reza

Reza Cawn, and effectually to eradicate his remaining Influence in the Country; I am induced from these Reasons to concur in the Opinions of the President and Mr. Middleton, and to give my entire Assent to the Appointment.

Mr. Barwell's. " Mr. Barwell thinks Messrs. Dacres, Lawrell, and Graham, have assigned very sufficient Reasons for their Non-concurrence to the Governor's Proposition. The Orders of the Honble. Company and the Resolutions of the Government here, are positive, and in the fullest Manner support the Opinion those Gentlemen entertain of the Impropriety of Goordas's (the Son of Nundcomar) Elevation. If there are any particular Instructions from the Court of Directors, their Influence can only extend where they may be known, and supercede such weighty Objections as are opposed to the Nomination of the Son of Nundcomar to the Dewanny.

Mr. Lane's. " I should have been very happy to have given my Voice for the Appointment of the Son of Nundcomar, as I shall ever feel a high Degree of Satisfaction in coinciding with the Sentiments of the Honble. the Governor, but for the Reasons which are assigned by Messrs. Dacres, Lawrell, and Graham. The known Spirit of Intrigue of Nundcomar, and the Honble. the Court of Directors forbidding any Trust or Confidence to be reposed in him, I cannot, I think, with Propriety, acquiesce to his proposed Elevation, while there may be Men whole for the Trust, of equal Abilities, of Characters unexceptionable, and of whose Attachment to the English we cannot doubt. Therefore, until the Honble. Company have been pleased to supercede their former Orders, and give us a Latitude to name the Son of Nundcomar Dewan to the Nabob's Household, I cannot but esteem his Elevation contradictory and opposite to positive Commands from our Superiors, and to unanimous Resolutions of the Government here. Vide the Records from 1762 to 1770.

(Signed) Thos. Lane.

The President's.

" Having attentively perused and considered the President's Minute, proposing Rajah Goordas for the Office of Dewan to the Nabob's Household, under the Influence and Instruction of his Father Maha Raja Nundcomar, together with the Objections offered by some of the Members of the Committee against such an Appointment; I am of Opinion, that although the latter carry great Force with them, and that Nundcomar, universally allowed to be a Man not only of Ability, but of Intrigue, would, from the Suspicions entertained of his Character, be an unfit Person to be entrusted with high discretionary Powers, that should permit him with the Means of acting to the Prejudice of the Company's Affairs, from Views of Ambition or Self-interest; yet, as the Case is widely different in the Sphere to which his Talents would be confined by the proposed Nomination of his Son to the Office of Dewan, and as, from the Circumstances so fully pointed out by the President, the Influence of Nundcomar may be particularly serviceable in promoting the Views and Interests of our Honble. Employers, and effecting that Reformation in the Government, so warmly recommended in their Letter by the Lapwing; for these Reasons I concur in the Expediency of the President's Proposal for the Appointment of Raja Goordas to the Superintendancy of the Nabob's Household."

§ (" (a) The Board are unanimous * concurring with the Committee of Circuit, in the Appointment of Munnee Begum to the Guardianship of the Nabob; and the Majority approve of the Appointment of Rajah Goordas to be Dewan.") (b)

The Managers for the Commons stated, That the Counsel having, in Page 2107 of the printed Minutes, produced an Extract of a Letter of the 3d March 1775, from the Court of Directors, to shew that the Court of Directors approved of the Conduct of the Defendant in the Enquiry made respecting Mahomed Reza Cawn, they would next read another Part of the same Letter.

Read, from Book 59 already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William, dated 3d March 1775, beginning at Page 413 of the same Book.

§ (" (c) Par. 39. We have examined the separate Consultations of our President and Council respecting Mahomed Reza Khan, and embrace the present Opportunity of testifying our Approbation of their Conduct during the Whole of that Enquiry.") § And although the particular Informations transmitted us against Mahomed Reza Khan, and those general and alarming Accounts of Oppressions with which the Records of our Presidency of Fort William abounded, must have rendered it our indispensable Duty to have his Administration scrutinized; we are, nevertheless, well pleased on finding him able to exculpate himself from all Charges brought against him to the Satisfaction of our Servants, notwithstanding they on the Spot had deemed them so well founded as to entertain no Doubt of fixing on him Facts sufficient to justify our Censure, and to warrant his Dismissal from public Employment.

(a) Vide supra, Page 2102.

(b) Vide Appendix, ibid.

(c) Vide supra, Page 2107.

" 40. These being the Sentiments of our President and Council relative to Mahomed Reza Khan's general Conduct, we cannot but notice also that their Ideas, respecting the Arrears due from him to the Circar, were nearly similar to our own, as appears by their Letter of the 10th December 1772, wherein they inform us that they had great Reason to believe on a Scrutiny into Mahomed Reza Khan's Dacca Accounts, a Balance would appear against him of upwards of 17 Lacks of Rupees.

" 41. If our Governor and Council at Fort William had Reason to be of Opinion that the Result of an Enquiry would issue as abovementioned; we cannot but conclude there must have been such publick and general Appearances of Mal-administration as warranted the particular Information communicated to us, and rendered it absolutely necessary for us to use the most speedy and effectual Means in our Power for delivering the Natives from apparent Tyranny and Oppression, and for recovering to the Nabob or to the Company, the Amount of all Monies supposed to have been embezzled or misapplied by Mahomed Reza Khan; or outstanding in his Hands on Account of the Revenues:

" 42. It was on these Grounds we directed an Enquiry to be made, and though it has not been proved that Mahomed Reza Khan was intentionally oppressive in collecting Grain, or that he reaped pecuniary Advantages from that Article in the Time of the Famine, yet, to those Persons who suffered by his Measures, the Interference of him and his Agents was at Times a real Grievance and a sufficient Ground for their Complaint; ignorant as they must have been of the Directions of the Governor and Council to M. R. Khan to use his utmost Endeavours to procure Grain for the Use of the City of Moorshedabad, and for the Subsistence of the Troops.

" 43. In regard to the Dacca Revenue, we have already declared that the different Reports of our Governor and Council, from Time to Time, have been unsatisfactory to us, and we are far from being convinced by the Materials now before us, that Mahomed Reza Khan is not indebted to the Circar in a very considerable Sum, or that he ought not to be compelled to fulfil the Engagement entered into for the Chucklah of Dacca. The general Words under the Hand-writing of Meer Jaffier, supposing both the Papers authentic, are of little Importance, and can never be construed to annul the positive Agreement which appears under the Seal of Mahomed Reza Khan; and as to his Plea of having executed that Instrument by Compulsion, merely to gain Time and to save his Life, it wants every necessary Proof to render it effectual.

" 44. Under these Circumstances, and because we find the Nabob Meer Jaffier, at the Time of his Death, indebted to the Company in the Sum of Rupees 16,69,758, we cannot deem ourselves warranted to cancel the Obligation in Question; but in Consideration of the Inconveniences which Mahomed Reza Khan may have experienced during the Time of his Examination, we direct that you suspend our Claim for the Arrear of the Dacca Revenue.

" 45. After declaring ourselves thus favourably on the Case of Mahomed Reza Khan, we have only to add, that as we wish him to remain under no other Obligations to us than those of Gratitude, we therefore can have no Objection to his total Enlargement.

" 46. The Conduct of Nundcomar in the Part he has taken against Mahmud Reza Khan, appears to us so very inconsistent and unworthy, that we feel a Repugnance to the Continuance of his Son in the high Office of Roy Royan of the Province; and as the Acquittal of Mahomed Reza Khan warrants us again to employ him, we direct, that, if he can with Propriety accept of that Office under the Regulations and Restrictions established by our President and Council; and with the Salary granted to Rajah Goordas for executing the same, he be forthwith appointed thereto, and receive a proper Khellaut, and such other Marks of Distinction as are usually conferred on Natives on like Occasions. We mean not by this Appointment to restore Mahmud Reza Khan to any improper Degree of Power, but merely to testify our Satisfaction on finding his former Conduct has been so much better than we expected. (a)

(Signed at the End of the Letter)

" London,
3d March 1775.

George Tate,	Ed ^r Wheeler;
Pet. Lascelles,	John Harrison,
Joseph Sparkes,	J ^r Woodhouse,
John Smith,	Will ^m James,
W. G. Freeman,	Fred. Pigou,
R ^d Hall,	T. B. Rous,
J. Stables,	Ch ^r Boddam."

The Managers for the Commons stated, That Mr. Wright having been examined, in Page 2117 of the printed Minutes, to shew that 1,000 Rupees per Day were allowed by the Company to the Nabob of Bengal, when at Calcutta, for Entertainments; and having in his Cross-examination, as to whether there was any Appearance in the Accounts of an Allowance made by the Nabob to an English Governor,

(a) Vide supra Appendix, N^o CCCLXIV.

said, he had not examined the Accounts with that View, but, from Recollection, thought
 there was no such Thing; and, being further asked, in Page 84, whether there
 were any Orders against giving to the Country Powers any Money, ~~and, if so, he did not~~
 recollect whether there were any such Orders or not; they would now call Mr.
 Wright, to examine him touching the Points which he had not then enquired into.

Mr. WRIGHT was accordingly called in again, and examined, as follows :

Q. From the Time of Meer Jaffier to the Accession of Mr. Hastings, do there appear any Allowances for the Expences of an English Governor on the Accounts of the Company?

A. Not from the Accounts of the Company. The Book I have before me is called "The Treasury Accounts with the Nizam." There is an Entry in the Belah Fakhroo, for the Month of Sufia, Sun 7th of the Reign, under the Head of Mörta Prucka—Paid Charges of entertaining Lord Clive 23,000 Rupees. For the Month of Sufia, Sun 8th of the Reign—By the Honble. Harry Verelst, paid him for his daily Charges, at 2,000 Rupees a Day, 66,000 Rupees. These are all the Entries prior to the Accession of Mr. Hastings for the Expenses of that Kind.

Q. Whether there are any Orders of the Company against giving the Country Powers any Money?

A. I cannot answer that Question. I have not examined.

The Witness was directed to withdraw.

The Managers for the Commons stated, They should next proceed to the Subject of the Present given by Sadanund ; as to which the Counsel for the Defendant having, in Page 2132 of the printed Minutes, read Part of a Consultation of the 29th of June 1780, they would now read a short Minute of Mr. Hastings, to shew that his original Proposal on the 19th June 1780, was to make Major Camac's Detachment consist of Seven Battalions.

Read, from Book 26, already delivered in, the following Extract of a Consultation of the 29th of June 1780, beginning at Page 563 of the same Book.

"Fort William, 29th June 1780.

Secret Dept.
Thursday.

“ At a Council; Present,

The Honble. Warren Hastings, Governor General, President;

Philip Francis,

and

Edward Wheeler,

Esquiers.

Lieutenant General Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

"The Governor General.—In my Minute of the 19th Instant, I proposed that a Major of Brigade and an Aid de Camp should be added to the Staff of Major Camac's Detachment, then proposed to consist of Seven Battalions. Although it has been ordered by the Board that it shall consist of only Four Battalions, and it seems to be the Determination of the Board to confine its Operations to a very limited Scene, still it has been represented to me by Major Camac, as indispensably necessary to enable him to execute with proper Effect the Functions of his Command, that he be allowed a ~~Brigade~~ Major and Aid de Camp; and I move that they be allowed, and that Lieutenant Hicks be appointed to the former Station, and * that Lieutenant Kennon to the latter. (a)

• Sic in Orig.

The Managers for the Commons next stated, That in Page 1155 of the printed Minutes, it appeared from Mr. Larkins's Letter to Mr. Devaynes, that Mr. Hallings took the Present from Sadarund on the 21st of June 1780, with a Reference to the Detachment proposed by him on the 10th of the same Month: To shew, therefore, that the Board had subsequently ordered the Detachment to consist of only Four Battalions, and, consequently, that the Present was more than necessary for the same,

Read, from Book 26, the following Extract of a Consultation of the 29th. May 1780, beginning at Page 373 of the same Book.

“ Fort William, the 29th May 1780.

" At a Council ; Present,

The Honble. Warren Hastings, Governor General, President,

Philip Francis,

Edward Whele

Esquires.

" Governor, General. — That Captain Popham's Detachment be relieved by Four regular Bat-

tations of Sepoys, with their Guns, &c.; viz. Three Battalions from Cawnpore, and the Battalion of Light Infantry.

(Signed at the End of the Consultation)

“ Warren Hastings,
P. Francis,
Edw^d Wheler.”

Read, also, a further Extract from the same Consultation, beginning at Page 376 of the same Book.

“ Agreed to the Propositions recommended by the Governor General.” (a)

Read, from the same Book, the following Extract of a Consultation of the 12th June 1780, beginning at Page 461 of the same Book.

“ Fort William, the 12th June 1780.

“ At a Council; Present,
The Honble. Warren Hastings Governor General, President;
Philip Francis Esquire.
Mr. Wheler indisposed.

Secret Dept.
Monday.

Lieut. Gen. Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

§ (“ Governor General.—If the Board agree to this Plan, it will be necessary to make some Alterations in our late Orders, and these I shall reduce to distinct Propositions.

“ 1st, That the Order for the Return of Captain Popham's Detachment be countermanded.

“ 2d, That the Sepoy Drafts of that Detachment be immediately formed into Three Regular Battalions.

“ 3d, That the Three Senior Captains now with the Detachment be appointed to the Command of these Battalions, and that the Commander in Chief be requested to issue the necessary Orders for completing them with Subaltern and Native Officers.

“ 4th, That to complete these Battalions with their Proportion of Ordnance, Two 6 Pounders be added to the Guns now with Captain Popham's Detachment.

“ 5th, That these Battalions be added to the Detachment already ordered to be put under the Command of Major Camac, and the Whole formed into a separate Corps during the Continuance of the present Service.

“ 6th, That in Addition to the Guns attached by the Regulations to each Battalion of Sepoys upon Service, Two Twelve Pounders, the Howitz now with Captain Popham's Detachment, and Two Cohorns, be ordered to join Major Camac's Detachment.

“ 7th, That the Board of Ordnance be requested to issue Orders for supplying Major Camac's Detachment with the above-mentioned Ordnance, and the Proportion of Ammunition and Stores agreeable to the Establishment, either from Cawnpore or either of the Military Stations contiguous to it.

“ 8th, That a Brigade Major and Aid de Camp be added to the Staff of Major Camac's Detachment, in consequence of the additional Strength of it.

“ 9th, That the Secretary be directed to draw out Instructions for Major Camac from the preceding Minute.

“ I entreat the Board to give me their Support in the Prosecution of this Plan. If they have been from its Commencement averse to the War, let them join with me in prosecuting it with Vigour to its speedy Termination. If they consider themselves as free from the Responsibility of it, let them allow me to acquit myself of mine. I wish I could venture my Life upon the Consequences. I know the Man who is to conduct it, and am certain that if the Design is practicable, he will execute it to its fullest Effect, nor am I fearful of the Inference which this Declaration may draw upon me for the future Event of it.” §

✶ [“ Ordered, That the Opinions of the different Members of the Board be taken upon this Subject in Circulation.”] (b)

(Signed at the End of the Consultation)

“ Warren Hastings,
P. Francis,
Edw^d Wheler.”

(a) Vide Appendix, N^o CCCCXXVIII.

(b) Vide supra Appendix, N^o CCCLXVI.

Read, from Book 30, already delivered in, the following Extract of a Consultation of the 7th September 1780, beginning at Page 109 of the same Book.

“ Fort William, 7th September 1780.

“ At a Council; Present,

The Honble. Warren Hastings, Governor General, President;

Edward Wheeler, Esquire,

and

Lieutenant General Sir Eyre Coote, K. B.

Mr. Francis indisposed.

“ Read, and approved, the Proceedings of the 4th Instant.

“ The Commander in Chief delivers in the following Minute :

“ Sir Eyre Coote.—In my Minute of the 4th Instant I remarked, that Accounts received from Brigadier General Goddard mentioned he should, on opening the ensuing Campaign, find his Army sufficient in Force, with the Assistance he was led to expect from the Presidency of Bombay, to undertake advantageously those Operations that seemed necessary to be attempted on that Side of India; provided we made a Diversion from our upper Stations favourable to his Movements, in order to cut off the Force of some of the Maratta Chiefs who have hitherto opposed him.

“ One of my principal Objects is to act from this Country in such a Manner as will answer the above Purpose; and that upon a Plan which will be attended with the least Expence to the Company.

“ I recommend therefore the keeping up for the present the Corps of Drafts, that have acted with so much Spirit under Major Popham, and who, from their Services during their late Campaign, may be justly styled approved Troops; and, upon Reconsideration of the Subject, I propose to the Board the following Query: Whether, instead of being ordered to join Brigadier General Goddard, to whom, by our last Intelligence, such a Reinforcement is no longer necessary, provided we act with Vigour from hence, Major Popham may not with the Troops now under his Command be more advantageously employed in Conjunction with Major Camac's Detachment on this Side of India.

“ By attacking the Possessions of Madajee Scindia and Tookajee Holkar, Two of the most powerful Chiefs now opposed to Brigadier General Goddard, which have hitherto been left unmolested, and from whence they have obtained their principal Money Resources, we should oblige them to withdraw their Forces from the Malabar Side to the Protection of their own Territories.

“ Major Camac's and Popham's Detachments conjunctively will, I should suppose, be equal to this Service, as well as to any farther offensive Operations in such Districts as it may be thought proper to employ them; but, when separate, Major Camac's Corps cannot be sufficient to answer these Purposes, as a strong Garrison from it must be left in Gwalior for the Defence of Fortrels; after which there will remain with him at most only Three Battalions.

“ In keeping up Major Popham's Corps, I would not recommend the Burthening the Establishment with an Addition of European Officers, but advise the letting them continue in the Form of Battalions of Drafts, not as regular Battalions on the Establishment, appointing some additional Officers to those already with them, to act only for the present, and who may be taken from some of the Brigade Stations, where their Services can be best dispensed with.

“ The Three Captains, with Major Popham's Corps, to remain commanding the Battalions of Drafts they are at the Head of; Three Captains from the European Regiments, to be ordered in their Stead, to act with their Battalions under Brigadier General Goddard, and the Vacancies of Captains occasioned hereby not to be filled up in the European Regiments. Thus the Establishment of Officers will not be increased, (the European Battalions, in their present incomplete State, can spare Officers for the Service), Brigadier General Goddard's Army will find themselves very materially affected by a Co-operation in their Favour, and by a Force that can, from its Strength, act with great Advantage on this Side of India, and the Corps of Drafts will thus be rendered, I think, of more real Utility, than by carrying into Execution the original Design of that Body's joining General Goddard's Army.

(Signed) “ Eyre Coote.”

“ Mr. Wheeler.—The Proposition now made by the Commander in Chief, bears so exact an Affinity to that contained in the Governor General's Minute of the 12th June, that I see no Reason to depart from the Opinion which I have already given, regarding the Relief of Major Popham's Detachment.

“ Agreed to the Propositions made by the Commander in Chief; and

“ Resolved, That the Orders of 20th July last, directing the Formation of the Detachment under the Command of Captain Popham, into Three regular Battalions, be so far rescinded, that the Three Battalions composing the Detachment, be considered as Battalions of Drafts, and to act for the present as Three Battalions not upon the Establishment.

“ Resolved,

“ Resolved, That so many additional Officers as may be wanted for this Corps, be appointed from some of the Brigade Stations, to act with it for the present.

“ Ordered, That the Detachment under the Command of Major Popham do not proceed to Cawnpore, after the Arrival of the Detachment under the Command of Major Camac, in the Territories of the Rana of Gohid, but make a Part of the Force under the Command of Major Camac.

“ Resolved, That the Vacancies occasioned in the Command of the Sepoy Battalions serving with Brigadier General Goddard in the West of India, by the Appointment of Three of their Commanding Officers to do Duty with Major Camac's Detachment, be supplied for the present by the Appointment of Three Captains of the European Regiments, to command the vacant Battalions during the Absence of Captains Clode, Maclary, and Bruce, upon other Service.

“ Resolved, That the Commander in Chief be requested to issue the necessary Orders for carrying the above Resolutions into immediate Execution.

(Signed at the End of the Consultation)

“ Warren Hastings;
Edw^d Wheler.”

The Managers for the Commons stated, That, in Page 2139 of the printed Minutes, the Counsel for the Defendant had introduced an Extract from a Paper relative to the Political Connexion between Madajee Scindia and the British Government, (One Part of which was produced, in Page 662 of the printed Minutes, by the Managers for the Commons for another Purpose), attributing the Mahratta Peace to the Malva Expedition; they should therefore, to rebut the Inference drawn from the Passage read by the Counsel, read an Extract immediately following, to shew a more immediate Ground of Madajee Scindia's Government, and also the Treachery and Perfidy of that Peace, held up as the greatest Set-off of the Defendant's Delinquency.

The Counsel for the Defendant observed, That the Managers for the Commons had read a Part of this Paper originally, and therefore they ought at that Time to have read the Whole; but would waive their Right to object.

Read, the following Extract from a Paper indorsed, “ 1787. Fort William Secret and Political Department Copy of a Succinct View of the State of the political Connections subsisting between Mahagie Saindeah and the British Government in India, enclosed in Captain Kirkpatrick's Letter to Lord Cornwallis, dated 20th July, recorded in Consultation 28th August, N^o 8. Per Ravensworth, 30th March 1788.”

“ Neither therefore in his Conduct at Worgaum, nor in his Negotiations for a general Peace, do I discover any Thing that might not, and that I believe did not, proceed from Considerations of immediate Convenience and Self-interest. If this be admitted, it will follow, that however necessary it may be, in a political Point of View, to maintain a close and amicable Intercourse with him, he has no Claim on our Gratitude for any extraordinary Concessions, or over-strained Acts of Courtesy. I will not say that we have already been too liberal to him, but it is certain that we have been sufficiently so, to turn the Balance of Obligation in our Favour.

“ Although it was unquestionably a Dread of our Arms that first inspired him with the Desire of treating with Colonel Muir, yet it is not to be denied that he began, about the very Period when his Negotiations with that Officer were depending, to discover, that a close Connexion with our Government might, besides securing the immediate Tranquillity of his Dominions, be productive * of other capital Advantages to him. Our Expedition against Malva had drawn him involuntarily, as it were, into a Situation, from whence he was enabled to survey a Scene well calculated to stimulate him to ambitious Pursuits, and from whence a Prospect of future Aggrandizement opened itself to his View, of which he had probably never before formed even the Idea. Nujef Khan dying in the Beginning of 1782, after a languishing Illness, the Accession to his Dominions and Authority was disputed by those who had possessed his chief Confidence and Favour. The Consequences were such as usually result in India from Contests of this Kind;—Assassinations, Anarchy, and Violence, every where excited Contestation. In such a Conjunction, Saindeah had only to appear, in order to establish his Power on the Ruins of the Fabric which had been erected by Nujuf Khan, with less Policy than Courage. The principal Officers of the Army, by Means of which the late Nabob had maintained his Sway, had separated into Factions, and no Person was to be found capable of re-uniting them with sufficient Efficacy. Men actuated by Animosity, and other discordant Principles, could form no Union which Saindeah was not able with great Ease to dissolve.

“ It is foreign to the Object of the present Disquisition to enquire whether or not this Chief was concerned in the Death of Atrahab Khan. That Event was no Doubt essential to his Interest;

Interest; and Ambition rarely scruples to accomplish its Purposes even by the most atrocious Crimes. Yet the Character of Saindeah not being chargeable with sanguinary Propensities, this Point may justly be allowed to remain in its present Uncertainty, till clearer Circumstances than have hitherto been adduced on the Occasion, may better qualify us to judge accurately respecting it.

"Before however Matters were sufficiently ripe for his embarking in this important Enterprize, Saindeah had Time to effect the entire Reduction of the Ranna of Gohud, and of all the Country lying between Guahar and the Jumma, and bounded to the Northward by the Chumbul: Indeed without accomplishing these Objects he would have been unable to have availed himself in a proper Manner of the favourable Conjuncture presented to his Ambition by the distracted State of the Moghul Government; and on this Occasion it was that he first experienced the Value of our Friendship. In the separate Treaty concluded between Colonel Muir and Saindeah, the Security of the Ranna was amply provided for; but as we had no Reason to be satisfied with the Conduct of this Ally, we tacitly consented to waive the Stipulations which we had obtained in his Favour, and to suffer Saindeah to act by him as he might think fit. Had we adhered to the Ranna, and protected him from the Resentment and Ambition of the Maharattah, this Chief would very probably never have formed the Design of passing the Chumbul, as in that Case he would perhaps have imagined that it was our Determination to oppose ourselves to his Progress on the Hindostan Side. Even our Compliance with his Wishes in respect to the Ranna, although it certainly seemed to argue on our Part an anxious Desire of cultivating his Goodwill (whatever Considerations might really have induced it), and was even calculated in some Degree to encourage him in the Pursuit of his ambitious Schemes, could not altogether satisfy him that we should persist in viewing his Encroachments with Indifference; for when he called to mind the Avidity of Power and Dominion which had usually marked our Transactions in India, it was natural enough for him to apprehend that we might, in the Event of his attempting to extend his Territories, especially towards our Quarter, from his Friends become his Rivals and his Enemies. This Idea would of course, while his Objects were unaccomplished, render him at the same Time active in his Endeavours to conciliate, to humour, and to amuse us, and prone to distrust our Professions of Neutrality and Moderation.

"The nearer he approached our Frontier, the more apt would he be to suspect us of temporizing; nor, important as he himself would doubtlessly consider his Supercession of the Vizier by his own Elevation to the Dignity of Wakeel Ulmutluh, could he well account on any other Principle for our Dereliction of our Ally's Rights on that Occasion. We might view this Matter in an insignificant Light, (whatever the Vizier might do), and consequently not think it worth a Question; but it is by no Means likely that Saindeah should attribute such Sentiments to us when his own were so very different.

"Here therefore was another Incident seemingly well calculated to convince the Maharatta Chief that we were unaffectedly anxious to preserve for ever a cordial Understanding with him; since our entire Silence under such a Circumstance as the Supercession (and perhaps, both in his Estimation and the Vizier's, Degradation) of our antient Ally, was not naturally to be ascribed to the Desire we had of accommodating ourselves as much as possible to his Views." (a)

The Managers for the Commons stated, That further to rebut the above Inference drawn by the Counsel for the Defendant, they would next read Part of a Letter from General Goddard, of the 27th June 1780, a Passage from which had been produced By the Defendant.

Read, from Book 30, the following Extract of a Consultation of the 24th August 1780, beginning at Page 30 of the same Book.

"Fort William, the 24th August 1780.

Secret Dept.
Thursday.

"At a Council; Present,

The Honourable Warren Hastings, Governor General, President;
and Edward Wheeler Esquire.

Mr. Francis indisposed.

Sir Eyre Coote, absent on a Visit to the different Stations of the Army.

Gen. Goddard,
20th June.

* Sic in Orig.

"Since my Arrival at this Place the Detachment under Lieutenant Welch, with whose Success against Gunnesse Punt, One of the Maratta Leaders, I have already made you acquainted, has effected a very material Piece of Service, and compleatly eradicated every Trace of the Maratta Power in this Neighbourhood, and destroyed every the most distant Hope * the could have of given further Disturbance to our new Possessions, except by sending a large Army into the Guzerat, which will not, I apprehend, in the future Operations of the War, be at all convenient or ever practicable for them to do.

"The Enterprize I alluded to is the taking of Parneiro, a Fort situated upon a high Hill, about 30 Cos from Surar, upon the Sea Coast. It was defended for Two Days by a Garrison consisting

of about 400 Men, who finding Lieutenant Welch had, with immense Difficulty and Perseverance, and by his Ready and good Conduct, with the Loss only of Two Europeans, brought the two Pieces of battering Cannons to within a proper Distance of the Walls, (which he had made a Breach in), thought proper to capitulate, and surrendered the Place into the Hands of the English. Lieut. Welch has since made himself Master of Two inferior Forts, called Azad Ghar and Under Ghur: The former has a District of One Lack of Rupees, lying round and dependant upon it. They are both built upon Hills, and defensible with a very small Force against any Number of Marattas. They are within three Miles of each other, and about Six from Karnir; and they were constructed, as Report says, by the Marattas, to serve as a Check upon the Intrusions of the Portuguese, who have a Settlement called Dumaan, on the Sea Coast, at the Distance of Four or Five Miles from them.

These Acquisitions have put the English in entire Possession of the Sea Coast from Cambay to Dumaan, comprehending a Tract of near 150 Miles. Bassein only remains to complete the Conquest of the Whole to the North of Bombay. I mentioned in my last Letter Obstacles that had prevented my undertaking that Enterprize, on which I had fixed my Mind, and had multiplied delays its Execution for some Months; at the Expiration of which, as every previous necessary Preparation will be made, the Task of reducing Bassein will be easy and expeditious. The Fall of this Place may, I conceive, complete your Views of territorial Acquisition on that Side of India, and make the Company Masters of a Tract of Country capable in their Hands of becoming an inexhaustible Source of Power and Wealth, from the Commercial Advantages and Capability of Improvement in Trade and Manufactures it possesses, and which, from its convenient Situation, may be maintained and defended at a small Expence of Men and Treasure. (a)

Head Quarters, Camp,
near Surat, 20th June 1780.

(Signed at the End of the Letter)

Thomas Goddard.

(And at the End of the Consultation)

Warren Hastings,

Edw. Wheeler.

Read, a further Extract from the same Consultation, beginning at Page 43 of the same Book.

In the Negotiation opened with Scindia in March last, Particulars of which have been laid before you, the chief Object of his Concern seemed to be, and I am persuaded was, the Disposal of Ragoba; that Point once settled, he affected to declare the remaining Subject of Contest between the English and Maratta Nations, would be without Difficulty adjusted. It must not be overlooked from this Assertion of Scindia's, that admitting the Obstacle of Ragoba removed, a Peace could have been concluded, because it is evident from the Hopes he must at that Time have entertained either of his Arms proving superior to ours in the Field, or of being able to draw our Forces from our new Ally, Tatty Sing, which would have gone near effectually to destroy all our Labours in Guzerat, that he would never have been induced then to listen to Terms which, even at this Period of bad Success and Disappointment in all his Projects, there is not any Reason to believe would be accepted." (b)

Read, from Book 116, the following Extract of a Letter from Modajee Bofila, received 19th January 1780, beginning at Page 8 of the same.

Letter from Modajee Bofila, received the 19th of January 1780.

"(c) The Letters and numberless Messages which have passed between us in the Course of these Years cannot be considered as simple Letters of Compliment and Friendship, but every Letter may be looked upon as a Record, since they have contained Remarks on the Affairs of Government, and every Affair, both the most inconsiderable and of the greatest Consequence, the declining and adopting every Design, and the pointing out, with Caution and Foresight, Conditions in every Affair which required Prudence and Circumspection, together with your strict Attention to Truth, which has never admitted of the smallest Deviation, and your impartial Justice, before which, from the resolute Firmness of your Mind, the weighty Mountain and the light Straw are of equal Balance, and repeated Remarks of the Affairs of Bengal, which must all have certainly been understood by you."

Of Three of your Letters, containing the Whole of your Designs and the Situation of your Quarter, One on your Apprehensions from the Reception of a French Vessel, in the Territories of Poonah, and your having no Confidence in his Actions and those of the Rulers of Poonah; on your Desire in consequence of sending an Army with a Chief in your Confidence for the Protection of Bombay, and that a Person should be dispatched to supply the Army with Pro-

(a) Vide supra Appendix, N° CCCLXXI.

(b) Vide Appendix, ibid.

(c) Vide supra, Page 2149.

vilians, and other Necessaries, who, conducting them to Hoshungabad, might dismiss them in Safety from my Territories; and the Third, written after the Death of Mr. Elliott, on your having committed to Beneram Pundit every Thing that had been entrusted to the Deceased; his setting off with Ramkunt with my Answers, his Arrival at Culcutta, and your being made acquainted with the Contents of all my Letters on these Subjects, were received.

“ What I understand by your Letters, although they seem to contain much, is in few Words, that you consider my Designs as inconsiderable, and do not approve of my Views: I have therefore laid aside my Intentions for some Time, and dropped the Prosecution of them; but I am nevertheless ready at all Times to perform the Duties of our ancient Friendship and Connection; and from the open and friendly Intercourse between me and Colonel Goddard, I am prompted to assist him with my Advice and Counsel. By the Blessing of God, when it shall be necessary, I will advise in the best Manner. But you have said in most of your Letters, that every one thinks his own Opinion the best. Thus Colonel Goddard, contrary to my Advice, marched towards Surat; and the Chiefs of Bombay, without Caution and Circumspection, and without your Permission, marched into the Territories of Poonah to the Support of Ragonaut Row; but their Projects did not succeed, and Ragonaut Row put himself under the Protection of Sindiah; and the Chiefs of Bombay, having for their own Safety made a new Engagement in the Room of the Treaty of Colonel Upton, returned to their own Territories. The English of Bombay in this Quarrel and open Hostilities, in which they were worsted, were guilty of many Breaches of Faith towards the Ministers of Poonah, and did not regard the Treaties, which all Rulers of States pay the greatest Attention to, and, without any Consideration for their Honour and Dignity, acted contrary to Prudence and to your Directions, as you informed me in a great Number of Letters, and as Colonel Goddard also wrote to me.

“ From my Knowledge of the State of Affairs, and from the Exercise of our Friendship, which has been kept up for upwards of a Year by a mutual Communication of the Situation of Things, and of the most inconsiderable as well as important Matters, I discover Three Things in your Letters and those of Colonel Goddard: One, that the Bombay Chief supported Ragonaut Row without any Authority from you; the other, that you have dropped your great Designs, but are resolved to keep up our former Friendship; and the Third, what you mention in all your Letters, that every one thinks his Opinion the best. The First is Fact, that whatever the Chief of Bombay has done has been contrary to your Advice, who are alone able to advise; and the Second, that in every Situation you will maintain our Friendship, is also to be depended on; and the Third, that every one thinks his own Opinion the best, is a common Proverb; but it is not however the Notion of wise Men, who never have any Connections with powerful States, except those of Peace and Friendship. This you must have written in your Displeasure, upon hearing of the Bombay Chief having acted so imprudently; but you cannot conceive it to hold good in every Instance.

“ The second Article, which is worthy to be followed, you should maintain; but that Friendship which is kept up and openly shewn by Letters only, and which, when wanted, does not exert itself, is far from being of any Advantage, may bring the greatest Detriment. My Maxim, on the contrary, is this, that with whomsoever I enter into Alliance, although there should be innumerable Disadvantages in it, I never turn myself aside from it. My advantageous Connection with Pundit Purdhaun, and the friendly Connection of Letters with you, which you commenced upwards of a Year since, are equally firm.

“ The Arrival of Colonel Goddard with his whole Army, Stores, Artillery, &c. on the Borders of my Territories, his remaining there Two Months, the Intercourse of the Presents between us, my sending, when necessary, Provisions, and every Thing which he desired, that Mr. Weatherstone, who came here with few Attendants, departed with the Money for his Bills on Benares with Oxen, and every Article which he desired of me; that Two Gentlemen of your Confidence, who were with Mr. Elliott, should remain here Two Months: All this you cannot consider as small Matters; for although I perceived the Danger of exposing myself to the Resentment of the People of Deccan, who are Masters of large Armies, powerful Resources, Treasures, Forts, and strong Places, notwithstanding what my Apprehensions from them might be, I, from the Duty of Friendship towards you, resolved to take upon me the worst of their Resentment, in conformity to the Proverb, which says, You must not with your open Eyes throw yourself into a Whirlpool; but should you find yourself in One, you must not give yourself up to your Apprehensions.

“ Reflect maturely upon what I write; for from what can arise my exposing myself to Destruction, by not obeying the Summons, and not performing what might be expected from my ancient Connection with Pundit Purdhaun and the Nabob Nizam ul Dowlah, except from my Friendship for you, although there are no immediate Advantages to be drawn from it?

“ At present, that I have received a Karetah from you, in which, like a Honey Bee which contains both Sweetness and a Sting, you drop your great Designs, but resolve to preserve the Duties of our Friendship, and finish by saying, that every One thinks his own Opinion the best. In consequence of my Apprehensions, I laid aside the Sting, and adopted the Sweetness, and accordingly dispatched Dewagur Pundit to Poonah, and sent this Message by him to the Ministers of Poonah: ‘ I am a Branch of the illustrious Family of the Raje; you are the Rulers of all Matters belonging to it. If you chuse to keep up Friendship and Connection with me, I will continue attached to you; but I have not need of the Assistance of the Raje, for from of old I have been

‘ closely connected with the Soubahs of Bengal, and with one who has the supreme Direction over all the Countries, and who, from his Wisdom and superior Prudence, is faithful to his Word, and strict to his Engagements. That Peace may be firmly established between us by Treaty, you must entertain no Thought of War, since none of those Advantages which are to be acquired by Peace can be found in Dissensions and Hostilities.’

“ Dewagur Pundit, after his Arrival at Poonah, had many Conferences in free and unbiassed Terms, either by Fear or Partiality with the English Gentlemen, and for Three Months was employed in opposing, both openly and in private, the Demands of the Ministers in such a well-reflecting Manner, that if you had a Person there to have seen and heard it, he would certainly have written it to you, and you could not have disbelieved it. Nanna Purnaveese, who is the Chief Minister, is possessed of superior Wisdom and Prudence, is well advised of strict Truth, and in his Attention to his Treaties, like a Leaf which trembles at the least Wind, he has dreaded the smallest Innovation in them from the Time of Ballajee Bihennaur till the Treaty of Colonel Upton, and from that Time till the Formation of the new Treaty, which was made with the Bombay Chiefs by Pundit Purdhaun through the Means of Sindiah after the breaking out of the War, and the Arrival of Ragonaut Row. He made Dewagur Pundit acquainted with all the former Transactions and the present State of Affairs, and shewed him all the Treaties which had been made, and desired him to see on what Side the Breach of Faith was, and which Party was guilty of Infractions; and yet, said he, they declare that they stick to their Engagements. Dewagur Pundit, after discovering the Situation of Affairs, wrote repeated Letters to Colonel Goddard, advising him to be cautious and prudent in his Proceedings, and to keep in View the Conditions of the Treaty, which he must know to be an hundred Times better than War and Hostilities; and wrote also in the same Terms to you, and dispatched those Letters, together with Karetahs from me from Naigpore to Calcutta. You will doubtless have understood all these Particulars, which were dictated by the sincerest Friendship; but I have been for this long Time to the present Instant in Expectation of your Answer to them.

“ Repeated Letters are received from Colonel Goddard by Pundit Purdhaun and Dewagur Pundit at Poonah; the first to acquaint them, that as he had many secret Things to communicate, they should send a confidential Person to him, to whom he might impart every Circumstance, and settle with him the Terms of the Treaty. Nanna Purnaveese, in Compliance with this, dispatched, with the Advice of Dewagur Pundit, a Person in his Confidence, to Surat. He was not yet arrived there when a second Letter was received from the Colonel, that as it would be a long Time before the Arrival of the Agent, he was therefore determined to come in Person with all Expedition by the Dank to the Neighbourhood of Poonah, and have a personal Conference: That he had been appointed to the sole Management of the Negotiations with Pundit Purdhaun, and that his sole Desire was to settle to mutual Satisfaction the Terms, that so all Disputes and Differences might be ended, and the Treaty faithfully observed by both Parties: That they should be assured that there was no other Reason for his keeping with him Ragonaut Row, who had come of himself to Poonah, than to preserve the Treaty and Friendship subsisting with Pundit Purdhaun, and to prevent the Disputes from proceeding further. Nanna Purnaveese in Answer to this wrote himself, and made Dewagur Pundit write, that nothing could be more advisable, that his House was the Colonel’s, and that he should come without Delay, as they were anxiously expecting him; that they had erected for his Reception a Tent and Pavilion without the Town.

“ About this Time Letters were received from Colonel Goddard, that he did not assent to the Treaty made by the Bombay Chief, but that both Sides must conform themselves to the Treaty executed by Colonel Upton: Karetahs likewise for me and Letters for Dewagur Pundit were received at the same Time from you, as also for Pundit Purdhaun and Nanna Purnaveese, that you had no Inclination for War, but were resolved to maintain the Treaty of Colonel Upton; that you could not assent to the new Engagements entered into by the Bombay Chief, or agree to any Thing by which the Honour and Dignity of the Government might be impaired.

“ When Dewagur Pundit had, agreeable to that, represented every Thing that was to be expected from his Friendship, Nanna Purnaveese brought out the Treaty of Colonel Upton, and said to him, ‘ See what a Number of Conditions of this Treaty even have not been complied with; and in the Instance of Ragonaut Row they have infringed every Treaty by giving him a Place of Refuge with them, which is forbidden by numberless Articles. In giving up Jeispore and Salkette, &c. Mahals belonging to Gogeraut, what Numbers of Excuses have they not made. But without mentioning the Enmity and Resentment which they have conceived against us for sending back their Army in Safety to Bombay, they have again received Ragonaut Row, and are busily employed in preparing for War: Tell me now on which Side the greatest Attention to Treaty is shewn.’ Dewagur Pundit having made a Copy of many of the Articles of Colonel Upton’s Treaty, sent it with Letters directed for your Quarter to Naigpore, which were dispatched by the Way of Cuttack with Karetahs from me, containing cautious and prudent Resolutions, dictated by Foresight and long Reflection, and by my Friendship and Affection, by which the good Administration of Affairs and the Security of the People are established, and in which no Duty of my Friendship was forgot: Doubtless, after their Arrival, all their Contents were made known to you. This is the 4th Month since my dispatching those Letters, but as yet I have

have received no Answer to them, but in Conformity to that the Negotiations might be set on Foot.

" Upon the Arrival of the confidential Persons from Pundit Purdhaun at Surat, and their having a Meeting with Colonel Goddard, he laid aside his former Intention of going to Poonah, and sent back One of the Agents of Pundit Purdhaun to Poonah with this Message, that they must pay for the Expences of his Quarter One Year's Kist for the Mahals of Gojeraut, which they gave the Year after the Formation of Colonel Upton's Treaty, and of which at present, since the making the new Treaty, there appears to be One Year's Kist due by the Accounts; and that they must restore all Ragonaut Row's Money or Effects which may be in their Possession, and allot him a Place for his Habitation, and discharge the Pay due to his Followers, together with many other Articles which would be too * prolix to be written. Nanna Purnaveese, upon hearing all these Particulars, said to Dewagur Pundit, ' Do you hear what Message they have sent? You may recollect what they before used to write, and how they have since acted.'

* See in Orig.

" As from the Time of the Death of Narain Row, for the Space of 4 Years, the Nabob Nizam ul Dowlah has been from his Heart attached to Pundit Purdhaun, and agrees with him in every Resolution both for War and Peace; and as the Ministers of Poonah consult the Nabob in every Matter, even of the smallest Moment, and will support him with all their Power, they have therefore written to him every Thing that has taken place with Colonel Goddard, and the Conferences of Dewagur Pundit; and the Nabob has wrote in Answer, that Mr. Holland was arrived from Madras for the Purpose of negotiating with him; but that in the Affair of Shinkakull Rajebundry and the Dependency of Arcott, which by the Treaty belongs to him, what that Gentleman says is contrary to the Treaty: That he had said to Mr. Holland, and wrote to Madras whatever was proper to be said in Answer, and would wait the Event of the Negotiation; and that he sent Letters to Calcutta, that they ought to conform to the Conditions of the Treaty with Pundit Purdhaun, and with him, and not infringe them in the least, but that he did not expect to receive a satisfactory Answer: That which ever Way these Matters may end, they ought to be ready for either Peace or War: That this must be done by collecting Troops and preparing Quantities of all Kinds of Stores: That as the English are situated on Three Sides of them, they also should oppose the English on the Three Sides, and gain over Hyder Naig to their Assistance: That in the Transactions with the Three Quarters, (whatever might be expected from the English whether War or Peace,) they ought to proceed in this Manner to chuse out One Person from several, either Pundit Purdhaun or himself, or the Bhosilas, to whom they might commit the Negotiations for Peace with the English on the Three Sides, and not remain obstinate in their Demands, as by * so being Peace would be delayed: That such was his Advice, and the only One he could give; but that they were the Masters to follow it or not.

* See in Orig.

" Upon the Arrival of those Letters to the Poonah Ministers, of which Tenor there were also Letters for me and Dewagur Pundit, Nanna Purnaveese said to the Pundit, that he knew of no better Advice, and that he had been thinking of the same himself, and was employed in negotiating a strict Alliance with Hyder Naig, and in raising Troops and collecting military Stores; that it was likewise necessary for him (Dewagur Pundit) to raise Troops and defend the Third Side; for that as he was so closely connected with him, whenever their Power, or that of the Nabob Nizam ul Dowlah, should be in Danger, his Country and Power would not be safe from the Attacks of the English. Dewagur Pundit replied to him, That the Branches of the illustrious Family of the Rajah, who were supported under the Shadow of the Musnud of the Rajah of Pundit Purdhaun, had no other Employment but to assist him with all their Power: That in Conformity to the Resolution before-mentioned, he would collect Troops and take Charge of the Side he spoke of, and would employ himself in Negotiations with the English Gentlemen agreeable to the Treaty. Nanna Purnaveese answered, If Negotiations can be carried on through you agreeable to the Treaty, and be brought to a Determination, it is well; but let it not be in such a Manner, that while the English are putting you off with Excuses and Delays, they should be raising Troops, and of a sudden break out into Hostilities whilst I am off my Guard and not suspecting it. You must therefore employ yourself busily at Home in these Matters, and settle in whatever Manner the Circumstance shall require.

" As your Answers have been late in coming, and the Conferences with Colonel Goddard are at a Stand, Dewagur Pundit not thinking advisable to carry these Matters any further without your Permission, after he had procured his Dismission, came by long Journeys to Naigpore, and represented to me all the Particulars above written.

" I have in the meanwhile received frequent Letters from the Nabob Nizam Ally and Pundit Purdhaun to get ready my Troops, and march them out. Accordingly my Son Jemrajee Bhosila the Duffara encamped; and, after having got together Stores for the Cavalry, and other Necessaries, was sent towards Andery with Counsellors of known Wisdom and Experience, that remaining some Time at the Ghaut of Andery he may collect the Troops of the Defs Sirdars, from most of whom Vakiels have come offering their Services, till Answers to my Letters shall arrive from Calcutta and from Colonel Goddard.

" As in this our Intercourse of Friendship you have written Letters of equal Length with those of the News-writers, and as our Connection and Alliance is well known to Pundit Peishwa and the

the Nabob, and all the Decan People; and it is a Saying with them, that the English and Bhosla are as one; from the arriving of Colonel Goddard at Hoshungabad, and his remaining there Two Months; from my Advice from the Conferences of Dewagur Pundit at Poonah, and his sending frequent Letters with my Opinion on the best Terms to be settled upon by the Ministers with the English, and advising them to Peace; and as our Friendship cannot be carried any further, and the Connection between the Family of the Razi and Pundit Purdhaun and the Nabob, which is able to last from Generation to Generation, cannot be dropped; I am therefore desirous, that through my Mediation Peace may be established with you by Pundit Peishwa and the Nabob at any Rate, and by you with these Two Chiefs; and that, on the settling the Negotiations, a Treaty may be made between you on such solid Grounds as to admit of no Breach of Promise, but may secure for ever the Peace and Security of your Subjects. Whenever the Negotiations on the Part of the Two Chiefs shall be transacted through me, I have no Doubt of succeeding in making Peace between you. Having maturely reflected and resolved in your Mind my Communications to you, which have been greater and more unreserved than what is thought necessary in Friendship, and which I made for your Information, you will without Doubt adopt whatever is most likely to promote Friendship, and to preserve the Treaties existing, without my pointing it out to you; and for such Conduct, a Reward is to be expected from God.

"I accordingly request you would write to me explicitly agreeable to my former Letters, in which I enclosed you Papers respecting the Treaty of Colonel Upton, whether the Negotiations are drawing to a Conclusion, and whether the Conditions with the Nabob can be settled, that in Conformity to that Peace may be made with Pundit Purdhaun and the Nabob; and that you will write to Colonel Goddard whatever you think advisable in this Matter, that he may apply himself, with my friendly Assistance, to the Establishment of Peace, and not go in the least aside from the Tenor of the Treaty, of which none but the Wise are able to judge. You must reflect maturely on what I have here written, which is the Dictates of my Heart; for what Purpose I have written it, not for my own Advantage, but simply from my Friendship. I have no Doubt but this will gain me your Good-will, and that you will not forget these Proofs of my Friendship, but remove my Anxiety by favouring me with an Answer. In short, as long as Ragonaut Row shall remain with the English, no Conclusion or Repose from those Dispatches and Misunderstandings can take place, but his Stay will be an endless Source of Quarrels and Breaches of Treaty; on the contrary, the delivering him up to Pundit Purdhaun is extremely advisable, and will be the Means of preserving the Treaty, and of keeping the Rights of all Sides entire. But One Word to the Wise is sufficient." (a)

Read, the following Letter from Moodajee Boosla, to Mr. Hastings, received 2d June 1780, beginning at Page 238 of the same Book.

From Moodajee Boosla, received 2d June 1780.

"Your agreeable Epistle, (every Letter of which was filled with Friendship, and every Line of which informed me completely of your favourable Designs), by which you acquaint me, that Beneram Pundit explains fully to you all the Particulars contained in the Letter of my Minister Dewagur Pundit; and that you have been long anxious for that Explanation; and that when you had attentively reflected, and considered on the Contents of the Letters, you conversed in private with Beneram Pundit on the Subject of them; and that I should learn all the Particulars from his Letters, and from yours to my Minister; arrived in a happy Hour, and gave me inexpressible Pleasure.

Moodajee
Boosla, and
Dewagur Pundit.

"At the End of your Letter, you write a few Lines with your own Hand, that your final Resolution in your Affairs is delayed till you can receive my Opinion and Advice: This has exceeded every Thing which you had written before. I have learnt all the Particulars of your private Conference from the Letter of Beneram Pundit. God be praised that after Two Years I still receive from you such Letters, as no Friends, however intimate and pure their Connection, ever before wrote. You are truly in every Instance a compleat Friend, and write such Answers and Resolutions as are becoming your Friendship. Had a Kaireta to the Purport of the present Letter been received while the Minister was still at Poonah, many Things might have been done; at present, that in Consequence of the Measures of the Nabob Nizam Ally Cawn Behadre, Armies are marching from all Quarters towards the English Territories, and that General Goddard is engaged in open War with Scindeah, and that the Execution of all these Matters is delayed till a proper Season; and as the Rains are now approaching, we can wait to see what Answer will be returned from the Ministers at Poonah to the Advice which I have written to them, and which I will inform you of as soon as received.

"As all my Desires tend to keep the Friendship with you, and as you are distinguished from among all the English for prudent Counsels and Knowledge in all Matters, Prudence, and Foresight,

(a) Vide supra Appendix, N° CCCLXXIV.

Attention to Treaties, strict Friendship, and a complete Knowledge of the Rights of old Connections, for declining all Intercourse with oppressive and tyrannical Chiefs, and for attending in all Cases to the Voice of Justice and Right, by the Blessing of God all Affairs will be settled. All these Particulars are mentioned more fully in the Letters from my Minister to you and to Benaram Pundit, from which you will learn them fully. I am hopeful that you will favour me with Letters containing the State of your Health." (a)

The Managers for the Commons stated, they would next read an Extract from a Letter of Dewager Pundit to Benaram Pundit, 14th December 1780; received 9th January 1781, the Two First Paragraphs of which Letter were read by the Counsel for the Defendant.

Read, the following Extract, beginning at Page 494, of the same Book.

"War and Hostilities are going on in Two of Three different Quarters; from One of these it is necessary to be free; and at the same Time, Faith and Truth are to be observed. All these Particulars you must fully explain. Like the common Story of the Villager: "If I mention it, my Mother dies; if I conceal it, my Father will eat an unclean Dog." Both Cases are difficult. In the same Kind of Dilemma, which I did not foresee, am I fallen; and this the Nabob, who is unequalled in Wisdom, must reflect upon with Justice. I write from the Dictates of my Friendship; and should the Nabob conceive different Ideas of what I write, I am remediless. Had the Treaty been written without Ambiguity, there would have been no Occasion for all this. But it never can be assented to, that Ragonaut Row should remain in full Liberty to act as he pleases; for this Reason, that Madho Row Peishwa, at the Time of his Death, putting the Hand of Maha Rajah Janoojee Boofela into the Hand of his Brother Narain Row, made them swear eternal Friendship; and that they would, by all the Means in their Power, prevent the Connection from being broken; and Maha Raja Janoojee Boofela procured the Release of Ragonaut Row, who was at that Time in Confinement. The treacherous Conduct which Ragonaut Row afterwards observed towards Narain Row, who has a thousand Rights vested in himself, is very well known. After the Murder of Narain Row, the Maha Rajah entered into new Engagements, that though he could not act in any hostile Way against Ragonaut Row, yet he would never suffer him to be at Liberty to act as he should please. This therefore never can, nor ever will be agreed to; and as it was not possible to be Security for such an Article, the Treaty has therefore not been sent to Poonah; but has, with the Letters, been carefully kept here, and shall be dispatched on the Receipt of your Answer. How can Pundit Pordhaun at this Time act inimically against Hyder Naig? If he should, no one in the whole World would ever again confide in him; but in the Family of the Peishwa there is no Want of Faith, that they should break their Engagements with a Person who solicited their Friendship; besides, at this Time Hyder Naig has, in consequence of his Connection with the Peishwa, exerted all his Abilities. They must wait till Hyder is guilty of some Infringement of his Engagements, which at present he faithfully observes." (b)

Read, the following Extract from the Postscript to the same Letter, beginning at Page 498, of the same Book.

Postscript written in Persian.

"You write in your Letters of the 22d and 30th Ramzain, regarding a Negotiation taking place for Peace, the Conferences with the Council, and that after much Displeasure the Governor had approved and come into a favourable Disposition to make a Treaty, to abide by the Engagements entered into by Colonel Upton, to withdraw entirely from Guzerat, the Dependencies of Surat, Cokim, and the other Places which have lately been taken possession of, and until a Treaty can be effected to stop all Operations. All this is extremely right and laudable, and tends to perpetual Advantages. The Answer which you gave in the Conference with the Council and to the Governor was extremely proper. A hundred and a hundred Praises. The Wishes of my Heart to establish Truth and Sincerity, and what tends to evince my Desire of promoting the Welfare of the English, have been strongly demonstrated, and will continue to be so in your Measures and Observations which were equally wise and prudent. True it is, that Experience is the Touchstone which discovereth the Value of a Man. All is very proper, provided that the Treaty from that Quarter is concluded with Candor and Truth, and with regard to former Treaties; and that the Places which have been taken possession of be given up, great and small; that Favor be not shewn to Ragonaut Row, and that he be delivered up to Row Pundit Pordhaun. I have the fullest Confidence that the Governor, without further Stickling or Debate regarding any of these Articles, will pay a Regard to the future; and consulting true Wisdom, will send a Treaty

(a) Vide supra Appendix, N° CCCLXVII. (b) Vide supra Appendix, N° CCCLXXVI.

concluded with a sincere Disposition, so that I may have no Doubts or Difficulties in speaking or writing to the Pundit Purdhaun and his Ministers; that I may take a determinate Part in enforcing their Acquiescence; and that I may dispose the Nabob Nizam ul Dowla and Sindea, with Unanimity both in Terms and in Meaning, to join in promoting these Measures. But it is above all Things necessary that Letters should be sent to me, addressed to the Nabob Nizam ul Dowla, and also to Sindea Pundit Purdhaun and Ballajee Row Jenardien: And it is highly requisite that the Satisfaction of Nizam ul Dowla, and the settling of his just Pretensions, should be effected through the Channel of this Court; so that by the Assistance of the Nabob and Sindea I may take Measures to lay a proper Foundation for a Treaty with Pundit Purdhaun. It must not depend entirely on the Negotiations of Mr. John Hollond; for if that Gentleman is employed, it will not be in our Power here to make sure of the Assistance of the above-mentioned Nabob; he will be drawn another Way, and this will be a Means of interrupting the whole Business. As that Gentleman will write in one Style to Calcutta, and I in another, hence a Difference will arise which will occasion Doubts and Suspensions. It is particularly necessary to be careful to prevent this; for the Nabob is the first and most distinguished of the Chiefs of the Decan; and he is in some Measure satisfied with the English Gentlemen on the Restoration of Murtezzanagur. It is therefore very advisable that he should be conciliated by Civilities and Professions, and the Settlement of his just Pretensions, and thereby brought over to co-operate in promoting the desired Objects." (a)

Read, also, a further Extract from the same Postscript, beginning at Page 505 of the same Book.

(" (b) As the Friendship of the English is at all Events the first and most necessary Consideration, I will therefore exert myself in establishing Peace. For the Power of making Peace with all is the best Object. To this all other Measures are subservient, and will certainly be done by them the English.") § "You write, that after having laid the Foundation of Peace with the Pundit Purdhaun, it is requisite that some Troops should be sent along with General Goddard against Hyder Naig, and take Possession of his Country, when all those Engagements and Proposals may be assented to. My Reason is confounded in discussing this Suggestion: At a Time when Hyder Naig is in every Respect in Alliance with the Peishwa, and has assisted with his Soul and Life to repel the English, for us to unite our Troops with those of the Enemy and extirpate him, would not this fix the Stamp of Infamy upon us for ever? Would any Prince, for Generations to come, ever after assist or unite with the Peishwa? Be yourself the Judge, and say, whether such a Conduct would become a Prince or not? Why then do you mention it? Why do you write it? The Case is as follows: At first there was the utmost Fraternity betwixt Hyder Naig and the Pundit Purdhaun, and there was the fullest Intention of sending Troops into Hyder Naig's Country. And after the Conclusion of the War with Bombay, and the Capture of Ragonaut Row, it was firmly resolved to send Troops into that Quarter; and a Reliance was placed in the Treaty which was entered into by the Gentlemen of Bombay before the War. But when Ragonaut Row again went to them, and General Goddard was ready to commence Hostilities; when no Regard was paid to the friendly Proposals made by us and the Pundit Peishwa; when they desisted from coming to Poona agreeable to their Promise, and a categorical Answer was given to the Deputies from Poona; the Ministers of Poona then consulted among themselves, and having advised with the Nabob Nizam ul Dowla, they considered that as Enemies were appearing on both Sides, and it would be difficult to cope with both, what was to be done. Peace must be made with one of them; and War must be carried on with the other. They wished above all Things in the Hearts to make Peace with the English Gentlemen, and to unite with them to punish Hyder Naig. But these Gentlemen had plainly refused to enter into any Terms of Reconciliation; it was therefore advisable to accommodate Matters with Hyder Naig. Although he had been long an Enemy, what else could be done? Having nothing else left for it, they were compelled to enter into an Union with Hyder." (c)

• Sic in Orig.

Read, also, a Second Postscript to the same Letter, beginning at Page 510 of the same Book, as follows:

"Postscript: To the Letter which you wrote to Bowanny Pundit to this Effect, that if Pundit Purdhaun should not be satisfied with the Treaty, on account of the News of Hyder Naig, it is proper that you should cultivate the Friendship of the English, because many Advantages may arise from it, and the Governor reckons you his firm Friend: I hope that all these Advantages, agreeably to my Inclinations, will be brought about. This is the Answer: That after the Arrival of the true and undissembled Treaty from Calcutta to this Effect, to forsake Ragonaut Row, and to

(a) Vide supra Appendix, N° CCCLXXVI.

(b) Vide supra, Page 2151.

(c) Vide supra Appendix, N° CCCLXXVI.

deliver him to Pundit Purdhaun, and to restore all the Places in Cokun and Gujerat and the Talooks of Hind; I will go to Poona and will get it confirmed in Person, and will get a Treaty on the Part of the Peishwa; and whatever is in my Heart I will get established in the Treaty: But if the Peishwa does not agree in this equitable Treaty, and peremptorily refuses it, I will then write to you agreeable to your Letter, whatever is proper to be written. To keep an Army much Money is requisite; but I shall in no Respect be negligent in preserving Friendship with the English; and, withdrawing from all others, will adhere firmly to them." (a)

The Managers for the Commons stated, That the Counsel for the Defendant having, in the printed Minutes from Page 2148 to 2192, produced a Mass of Papers to prove the Object and Application of the Three Lacks of Rupees lent to the Berar Army under Chimnaje Boosla; and, amongst other Documents, a Letter from the Board mentioning a Sum of Thirteen Lacks of Rupees, Part of a Sum of Sixteen Lacks; and also a Sum of Ten Lacks of Rupees by way of Loan: They would now call Mr. Wright to examine him touching the Time and Circumstances of paying the Thirteen Lacks, and the Advancement of the Ten Lacks.

Then Mr. WRIGHT was again called in; and examined as follows:

Q. When, and under what Circumstances, was the Payment of the Thirteen Lacks; from what Fund was it advanced; and at what Time, and under what Circumstances were they advanced?

A. The Thirteen Lacks were advanced from the Calcutta Treasury.

Q. At what Time?

A. Between the 29th March and 6th April 1781.

Q. From what Fund were the Ten Lacks advanced by way of Loan; and whether they were ever repaid, and when?

A. The Loan of Ten Lacks to the Berar Government were advanced between the 21st April 1781 and the 9th May 1781.

Q. To whom were they lent; and on what Security?

A. The Entries in the Treasury Account specify that the Sums were to be advanced to Beneram Pundit as a Loan to the Berar Government.

Q. Was it ever repaid?

A. It was not.

(Cross-examined by Counsel for Defendant.)

Q. Who was Beneram Pundit? Was he Minister at Calcutta from the Berar Rajah, Chimnaje Boosla?

A. I believe he was.

Q. Was it paid to the proper Hand?

A. I understand it was.

The Witness was directed to withdraw.

Read, from Book 116, already delivered in, the following Extract of a Letter from Dewagur Pundit to Beneram Pundit, dated December 1780, beginning at Page 501 of the same Book.

"The Case is this: In all the Correspondence which has passed during Two Years, not a Word has slipped from my Pen that has had the least Relation to Avarice or Self-interest. But I am embarrassed on Account of the Troops which are arrived at Cuttack, from my Friendship to both Sides, namely, the Pundit Purdhaun and the English. They are prevented from ravaging any of the English Territories, from a Regard to the latter; and they are prevented from returning, from a Regard to the Plan which has been laid down by the Pundit Purdhaun. I am perplexed betwixt a Regard to my Faith and a Regard to my Friendship. I had no other Motive in what I wrote. But Two positive Conditions are proposed by the Governor before he will agree; the One is, to relinquish the Chout of Bengal out of Friendship to the English; the Second is, to send 3000 Horse along with the Officer who has been detached to Madras. The Case is this: The Exertions which were made by the late Rajah to obtain the Chout, the Labours he went through,

(a) Vide supra Appendix, N^o CCCLXXVI.

and the Valour he displayed, are as apparent as the Sun. In these Wars, Wealths were exhausted, Multitudes were trampled under the Feet of Horses, the Treasures and Goods of Millions of Bankers, and Inhabitants of that Country were plundered and destroyed; and I was not without the most distinguished Chiefs of this Country, together with many of their Countrymen, and Friends, from the Treachery of the Souba of Bawal, fell in the Service of the English. At Length our hereditary Right and Property of the Chout was fully established, and confirmed. Although from an Union with the English the greatest Advantages can be derived, yet we have not relinquish these Rights and Inheritances, which command a Revenue of an hundred Crores, without forfeiting at the same Time our Dignity and Rank as Princes. In the same Manner, the Governor says, Discredit would be drawn on him with the Council, if would thus expose us to the Contempt of all our Neighbours.

“ What, therefore, is written regarding the Relinquishment of the Chout of Bawal, is not proper. It is advisable that our Name should be preserved in that Subject. Besides, I do not mention any other Difficulties that may occur, so that they may be avoided. If we preserve the Name of our Chout, great Advantages will be derived to the English. Every one who attempts to invade their Country; this will be a great Advantage. If Troops were to be kept always with an Officer of the English, Intelligence thereof would doubtless be carried to the Powers of Nizam-ul Dowla, and they will say with Certainty, that Boofila and the English have in this Manner been secretly united, and now it is discovered: He is in fact, therefore, One of the Enemies, and we must concert Measures, and provide against him. All that has been then written to Council, and to the Nabob, regarding Peace, and the Treaty which is coming from Calcutta, will be rendered ineffectual, and a War will be occasioned with the Chiefs of the Deccan; then at least 50,000 Horses, besides the necessary Stores and Ammunition, must be got ready by every Means that can be done. By the Blessing of God, whenever my Letters arrive, as many Troops as are wanted can be procured, but I am without Money. As the Courage and Bravery of the Family of Boofila is well known, great Revenues would be necessary. Although with the Strength and Ability of the English, the Assistance of Crores and Lacks is not so very great a Matter, and I could accumulate it for such Days as these, yet when so many Objections are made to an it in payment of the Expences of the Troops at Cuttack, how can I place my Expectations on obtaining larger Troops? If so much Spirit be shewn from that Quarter, I am ready; and I know well that this will not be done by the Council.

Read, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council, at Fort William in Bengal, dated 25th January 1782, beginning at Paragraph 130 of the same.

“ Our Governor General, and Council, at Fort William in Bengal.

Par. 130.—“ In regard to the Application of the Company’s Money to the Army of Chumape Boofla, by the sole Authority of the Governor General, he knew that it was entirely at his own Risk, and he has taken the Responsibility upon himself. Nothing but the most urgent Necessity could warrant the Measure; nor can any Thing short of full Proof of such Necessity, and of the Propriety and Utility of the extraordinary Step taken on this Occasion, entitle the Governor General to the Approbation of the Court of Directors; and therefore, as in the former Instance relative to the Sum advanced and paid into our Treasury, we must also for the present suspend our Judgment respecting the Money lent to the Berar Army; without approving it in the least Degree, or proceeding to censure our Governor General for this Transaction. (a)

(Signed at the End of the Letter)

“ London,
29th January 1782.

“ J. Baring,	L. Sullivan,
R. Hall,	Wm. James,
W. Bentley,	Jm. Woodhouse,
W. G. Freeman,	Jm. Towator,
Tho. Cheal,	John Hamilton,
Tho. Parry,	John Roberts,
L. Darell,	John Hunter,
George Cuming,	Joseph Sparks,
George Tatem.”	John Smith,

(a) Vide supra, Page 1111.

Then Mr. WRIGHT was again called in, and examined as follows :

Q. State the Allowances that were actually paid to Colonel Ironside, as the Governor's Military Secretary ?

The Witness produced a Paper, and said,

A. The Allowances from April 1772 to January 1774, are stated in the Paper in my Hands, amounting altogether to 20,577 Current Rupees.

The Witness delivered in the Paper, and the same was read as follows :

“ Allowances paid by the Company to Lieutenant Colonel Ironside as the Governor's Military Secretary.

“ Allowance from April 1772 to May 1773, at the Rate of 10 Son ^k R ^s $\frac{1}{2}$ Day	—	4,260
“ D ^o for Writers, Horses, Candles, and Hirecarahs, for the same Time, at 154 S ^a R ^s $\frac{1}{2}$ M th	—	2,156
“ House Rent for 11 Months of the above Period, at 350 R ^s $\frac{1}{2}$ Month	—	3,850
“ Two Months, at 90 R ^s	—	180
	S ^a R ^s	10,446

“ Allowance from June 1773 to January 1774 inclusive, at the Rate of 28 Son R ^s $\frac{1}{2}$ Day	—	S ^a R ^s 6,860
“ D ^o for Writers, &c. &c. at 154 $\frac{1}{2}$ M th	—	1,232
		8,092
	Son R ^s	18,538
	Or C ^t R ^s	20,577

“ East India House,
28th April 1794.

“ Errors excepted.
“ W^m Wright,
Auditor of Indian Acco^{ts}.”

The Witness was directed to withdraw.

The Managers for the Commons stated, they should next proceed to offer Evidence in Reply on the 4th Article of Charge, namely, the Contracts; and, First, upon the Subject of the Opium Contract; and that the Counsel for the Defendant having given Evidence of the Contract with Mr. M^cKenzie for Three Years, and of the Renewal of the same for the Year 1780, in printed Minutes, Page 2229, in which they had introduced Part only of a Minute of Mr. Francis's of the 23d of May 1775, they wished to have the concluding Paragraph of that Minute read.

Read, from Book 235, already delivered in, the following Extract of a Consultation of the 23d May 1775, beginning at Page 95 of the same Book.

“ Fort William, 23d May 1775.

“ At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieut. Gen. Clavering,
The Hon. Geo. Monson,
Richard Barwell, } Esquires.
Philip Francis, }

Question put
for the Govern-
ment of Opium.
Opium only.

[‘ 12. As it is notorious that the Quality has been debased for some Years past, I would recommend, that some skilful Person be appointed at Patna to examine the Opium before it be packed, and superintend the Packing, and to give a Certificate of the Quality and Condition of it when received from the Contractor.

“ The Question is put, Whether the Provision of Opium shall be made by Agency or Contract.

“ Mr. Francis—I am of Opinion it should be by Contract, with Persons of Credit and Character.

“ Mr. Barwell—By Agency; the Purchase of it from the Ryots to be at fixed Rates, published in all the Cutcherries through the Districts. This is necessary to secure to the Labourer the full Price of Labour, or otherwise it might be varied, and the Value of the Land for raising Opium could not be ascertained.

“ The Honourable Mr. Monson—By Contract.

“ General Clavering—I think it ought to be managed by Contract; because, as Mr. Francis has very well observed, the Ryot can have no Appeal from any Injustice which may be done him.

if the Agency be entrusted to those who constitute the Government. It will be incumbent on the Provincial Council to take Care that the Ryots receive from the Contractor the full Value of the Extract of the Poppy, and be not in any Manner oppressed by the Contractor. Whether the Process of the Manufacture of the Opium should be left to the Contractor, or to a Factor appointed by the Council of Patna, ought to be considered separately, and independently of the Provision of it.

" Governor General—By Agency : For my Sentiments at large on the Subject of the Provision of the Opium, I beg Leave to refer to my Letter to the Board, entered on the Proceedings of the 15th October 1773.

" Resolved, That the Opium be provided by Contract.

" To prevent the Adulteration or Debalement of the Quality of the Opium, Resolved, That it be made a Condition of the Contract, that the Opium in its crude State, or the Milk of the Poppy, shall be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him under the Superintendence of a Person or Persons appointed for that Purpose by the Board."

§ (" (a) Resolved, That the following Advertisement be published in the English, Persian, and Bengal Languages :

A D V E R T I S E M E N T.

" Notice is hereby given, That the Honourable the Governor General and Council in their Revenue Department, have resolved that the Provision of Opium shall be made the ensuing Season by Contract. All Persons, therefore, who are desirous of providing the whole Quantity of Opium produced in the Provinces of Bahar, Niapar, and Ghazipore, on the following Conditions, are requested to send in their Proposals, sealed, to the Secretary to this Department, on or before the 15th of June next.

" The Opium is to be delivered at the Seat of the Provincial Council in its crude State.

" It is to be brought by the Contractor to the Place appointed for its Reception by the Provincial Council, and manufactured by him under the Superintendence of a Person or Persons appointed for that Purpose by the Board.

" The Proposals are only to mention the Price.

" Separate Proposals will also be received for the Produce of the other Divisions on the Terms above-mentioned.

" It is further to be observed, that none but Persons of undoubted Credit and Character will be permitted to hold these Contracts, as none but their Personal Security will be required."

§ [" Agreed, That the above Advertisement be circulated to the several Provincial Councils."]

To shew that Mr. M'Pherson did not think the Clause in the Contract unnecessary, and that the Contract recommended by Sir John M'Pherson was made by publick Advertisement on Terms much lower than Mr. Sullivan's,

Read, from Book 249, the following Extract of a Consultation of the 11th July 1785, beginning at Page 39 of the same Book.

" Fort William, the 11th July 1785.

" At a Council; Present,
John Stables Esquire,
and

The Honble. Charles Stuart.
The Governor General indisposed.

Rev. Dept.
Monday.

" I therefore move the Board, That a public Advertisement be issued, offering the Opium Contract to the Person who shall propose Terms the most advantageous for the Company, in sealed Proposals. The Contract should be granted for Four Years, subject to the Revocation of the Company, if disapproved of by them.

The Governor
General.

" The Advertisement should be published immediately, with the particular Conditions of the late Contract; and the 15th of August next fixed as the last Day for receiving sealed Proposals for the new Contract.

" The Court of Directors may possibly approve of the Plan suggested to them, of an Opium Company, for paying a certain annual Amount of Cash into the Hands of the Supra Cargoes in China, without exporting the Specie of these Provinces. It will therefore be absolutely necessary, to leave an optional Clause in any new Opium Contract, for the Operation of such a Plan, in case the Company may approve of it, and be able to obtain an Emporium to the Eastward.

" This is to give Notice, that as the present Contract with the Honourable Company for the Provision of Opium in the Provinces of Bengal and Bahar will expire on the 31st August next,

the Honourable the Governor General and Council will receive sealed Proposals, to be delivered to the Secretary to the Revenue Department on or before the 15th August next, for a new Contract, which will be granted to the Person or Persons who shall offer Terms the most advantageous for the Company, for all the Opium Manufacture in the Provinces. The Term of the Contract to be for Four Years; subject however to the Company's Revocation of it, should it be disapproved or by them, or in case their Orders be received for putting the future Provision of Opium on any other Footing than the Mode of the proposed Contract; in either of which Cases the Honourable Board shall be at Liberty to discontinue and annul the Engagements now proposed to be entered into, from the End of the Year or Season in which such Orders may be received.

" For the more particular Information of all such Persons as may be inclined to tender Proposals for the proposed Contract, they are hereby informed, that the Period of the expiring one was for Four Years, and its principal Conditions were as follows :

" 1st, The Contractor to receive of the Company Half the Contract Price in Advance, together with such further Advances within the Residue of the said Price, as may be required to enable the Contractor to proceed to the Performance of his Engagements.

" 2d, The Contractor to pay to the Company the Sum of 10,000 Sicca Rupees, in Consideration of their protecting him in the exclusive Privileges of his Contract.

" 3d, The Contractor to provide and deliver annually to the Company the Quantity of 3,600 Maunds, or 1,830 Chells, of Bahar Opium, for which he was to be paid at the Rate of 95 Sicca Rupees per Maund, besides a Premium of 50 Rupees for every One Chell, or Two Maunds, of Opium that he could provide, over and above the said stipulated Quantity; and a Gratification of 2½ per Cent. on the Net Proceeds of all the Bahar Opium, at the Medium of the Company's Sales thereof in Calcutta.

" 4th, The Contractor to provide and deliver annually to the Company the Quantity of 2,000 Maunds, or 1,000 Chells, of Bengal Opium, for which he was to be paid at the Rate of 120 Sicca Rupees per Maund, together with 12 per Cent. as a Gratification or Premium on the Amount of the Advances made for the Provision of whatever Surplus Quantity he can provide.

" 5th, The Opium provided to be of the best Sort, and at least equal to the Quality of the best Opium of the Dutch East India Company.

" 6th, The Opium to be delivered by the Contractor at the Khalsa in Calcutta, the Contractor being allowed at the Rate of 15 Current Rupees per Chell for its Transportation.

" 7th, The Opium to be collected in its crude State, and well and sufficiently manufactured, under the Superintendance, Controul, and Direction, of such Persons as the Governor General and Council shall from Time to Time appoint.

" 8th, The Contractor to pay to the Company the Sum of 300 Sicca Rupees as a Penalty of every Chell short of the stipulated Amount of the Bahar Opium that he may prove deficient in the Delivery of.

" 9th, The Contractor to deliver all the Opium which he may or can provide to the Company or their Agents, and to pay a Penalty of 50 Rupees 750 for every Chell that he may sell, barter, or otherwise dispose of, to any other Person or Persons whomsoever.

" 10th, The Contractor to pay the usual Duties upon all and every Part of such Opium as may happen to be imported by him into the Provinces of Bengal and Bahar from Guzzepore, the Districts of the Rajah of Benares, or the Province of Oude.

Publication
public notice in
consequence.

" Ordered, That it be published in the English, Persian, and Bengal Languages, at Calcutta, Patna, Boglepore, and Purnea.

(Signed at the End of the Consultation)

" John Stables,
Chas Stuart." (a)

To shew that this Contract, like that made by Mr. M'Pherson in 1785, contained Clauses very material, and which are not to be found in Mr. Sullivan's Contract, especially the Clause making it revocable by the Company,

Read, from Book 706, already delivered in, the following Extract of a Consultation of the 29th July 1789, beginning at Page 400 of the same Book.

" Fort William, 29th July 1789.

R v D
We hereby

" At a Council; Present,
Earl Cornwallis, K.G. Governor General, President;
The Honble. Charles Stuart,
and
John Shore, Esquire.

" Fort William, Revenue Department, July 29th, 1789.

" Notice is hereby given,

" That as the present Contract with the Company, for the Provision of the Opium in the Pro-

(a) Vide supra Appendix, N° CCCLXXXVI.

vines of Bengal and Behar, will expire on the 31st August next; sealed Proposals of Contract for the future Provision of all the Opium produced in the Provinces of Bengal and Behar, and also in the Zemindarry of Benares, will be received by the Secretary to the Government, on or before the 31st Day of August next above-mentioned. Proposals will be received on Account of Bengal, Behar, and Benares, collectively; or for each of the above Provinces, or the said Zemindarry, separately; or Bengal and Behar and Benares, or Behar and Benares.

“ Bengal and Behar.

“ The Contract for the Provision of the Opium in Bengal and in Behar to be held under the following Conditions :

“ First, In the Event of the Court of Directors disapproving of the Terms of the Contract, or making any Alteration in the Mode of providing the Opium, or relinquishing the Provision of the same altogether; the Governor General in Council to be at Liberty to annul the Engagement which may be entered into in consequence of this Advertisement, from the End of the Year of Season, (that is the 31st August), in which the Orders notifying such Disapproval, Alteration, or Relinquishment, shall be received in Bengal.

“ Second, The Contract to be Four Years, commencing from the 1st September next.

“ Third, The Contract to be concluded for Sicca Rupees, and the Advances to the Contractor to be made in that Specie, and no other Specie to be advanced by him to the Ryots.

“ The Advances to the Contractor for the Year of the Contract, to be made in the following Proportions, and at the under-mentioned Periods :

“ In Asfin	—	—	2 Sixteenths.
Cautic	—	—	3 D ^o
Aughun	—	—	3 D ^o
Poos	—	—	3 D ^o
Maug	—	—	3 D ^o
Phaugun	—	—	2 D ^o
			16

“ The Advances for the Three remaining Years to be made as follows :

“ In Asfin	—	—	2 Sixteenths.
Sawun	—	—	3 D ^o
Bhadoen	—	—	3 D ^o
Asfin	—	—	3 D ^o
Cautic	—	—	3 D ^o
Aughun	—	—	2 D ^o
			16

“ Fourth, The Contractor to engage to deliver annually, Six thousand four hundred Factory Maunds of Behar, and One thousand five hundred and eighty Factory Maunds of Bengal Opium; each Factory Maund to contain Forty Seers, and each Seer to weigh Seventy-two Sicca Rupees and Ten Annas. The Opium to be delivered in Chests containing Two Factory Maunds. The Contractor to receive for every Chest of Opium of the above-mentioned Weight, which shall be delivered by him over and above the stipulated Quantity, the Sum of Fifty Sicca Rupees per Chest, in Addition to the Contract Price.

“ Fifth, The Bengal Opium to be equal in Quality to the Bengal Opium of 1788-9; and the Behar Opium to be of the same Quality as the Behar Opium of the Year above-mentioned. Three Chests of Bengal, and Three of Behar Opium, the Produce of 1788-9 will be deposited at the Khalfah, as a Standard for ascertaining the Quality of the Opium delivered. Any Disputes that may arise between the Officers of Government, who shall be bound by Oath to decide impartially.

“ Sixth, The Contractor to pay to the Company a Penalty of 300 Sicca Rupees per Chest, for every Chest of Opium short of the stipulated Quantity which he shall fail in the Delivery of; and to refund the Amount of the Advances made to him for the Provision of the Quantity deficient. Should either the Whole, or any Part of such Deficiency be occasioned by Hailstorms, Hurricanes, or any other Calamity of Season, the Contractor not to be subject to the Payment of the above-mentioned Penalty for such Part of the Quantity deficient as he may prove, to the Satisfaction of the Collector of the District and the Governor General in Council, to have been occasioned by such Calamity, but shall only refund the Amount of the Advances, with an Interest of Eight per Cent. per Annum, for the Time he may have had the Use of it. The Contractor, within Five Days after such Calamity shall have occurred, to represent the same to the Collector of the District, in order that he may take the necessary Measure for ascertaining the Loss occasioned thereby, as directed in the Seventeenth Article. Should the Contractor fail to inform the Collector of such Calamity within the Period above-mentioned, no Remission of the Penalty will be allowed him for Deficiencies in his Deliveries occasioned thereby.

“ Seventh, The Opium to be delivered by the Contractor at the Khalsah Office in Calcutta. The Charges of Package and Manufacture, and the Charges and Risk of Transportation and Delivery to be on Account of the Contractor.

• *Sic in Orig.* “ Eighth, The Contractor to deliver to the Company, * of their Agents, all the Opium which he may be able to provide ; and to pay a Penalty of Sicca Rupees 750 for every Chest of Opium that he may sell better, or otherwise dispose of to any other Person or Persons whomsoever.

“ Ninth, The Contractor to pay to the Rajah of Benares a Duty of Two and Half per Cent. on all Opium imported by him from the Dominions of the Nabob Vizier, on the Valuation specified in his Excellency's Rowannah, and Two and Half per Cent. on its entering the Company's Provinces on the Valuation inserted in the Benares Rowannah, which will be the same as that specified in the Rowannah granted by the Officers of the Nabob Vizier. The Contractor not to be liable to the Payment of any Duties on the Opium provided by him in Bengal or Behar. The Contractor for the Bengal Opium not to import * to provide any Opium the Produce of Behar or Benares, under Pain of the same being confiscated. The Contractor for the Behar Opium not to import or provide any Opium the Produce of Bengal or Benares, under the Penalty above-mentioned ; should the same Person contract for the Provision of the Opium of Two or more of the above Countries, these Restrictions not to operate with regard to the Opium produced within the Countries * induced in his Contract.

• *Sic in Orig.* “ Tenth, Government to deliver over to the Contractor for the Purpose of manufacturing the Opium such Houses and Godowns in Bengal and in Behar belonging to the Company, as may be now in the Possession of the present Contractors Messrs. Young and Heatly, upon Condition of his re-delivering them to Government, at the Expiration of his Contract, in the same State of Repair in which they may be made over to him. The Contractor to defray the Charges of whatever Repairs may be required for the Godowns or Houses, from the Period of their being made over to him to the Time of their being delivered by him to the Officers of the Company.

• *Sic in Orig.* “ Eleventh, The Contractor to be * enable to the Courts of Dewanny Adawlut, in all Matters relating to his Contract, with the Right of Appeal of the Sudder Dewanny Adawlut, subject to the several Rules and Restrictions prescribed by the Judicial Regulations. The Judges of the Dewanny Adawluts to take Cognizance of all Causes respecting Opium, by the Contractor or his Agents, against the Ryots, or others concerned in the Provision or Manufacture of Opium, or by the latter against the former, and to proceed to try and decide upon the same, previous to any other Suits which may be pending in their Courts, and to award Damages against the Party cast, according to the Circumstances of the Case, agreeable to the Usage observed in all other Suits.

• *Sic in Orig.* “ Twelfth, The Contractor to be responsible for the Acts of his Agents, Gomastahs, and all Persons employed by him, and to bind himself to satisfy all Decrees which may be passed by the Courts of Dewanny Adawlut against him, his Agents, Gomastahs, or the Persons employed by him, from whom he is to take such Security as he may think proper, previous to * entertaining them.

“ Thirteenth, The Khoskhereed, or advanced Price of Eight Annas per Seer, hitherto paid by the Contractor for every Seer of Opium produced in the several Pergunnahs in Behar, over and above the Tydaad, or standard Produce of 1185, to be abolished, and in lieu thereof, the Contractor to pay to the Ryots an Encrease of Two Annas per Seer on the Gross Produce of the Soubah, as specified in the Account in the Fifteenth Article.

“ Fourteenth, The Contractor not to levy the Cesses in Behar, known by the Names of Beehly, Bally, Mamooly, Ruffoom, Bishurpereet, nor any other Cesses or Abaubs whatever, although the same should not be specified in the Account inserted in the following Article, (Chellaan or Allowance for the drying up, and Vastage of the crude Material, in transporting it from the Pergunnahs to the Place of Manufacture expected, as authorized in the following Article), under Pain of being obliged to refund the Amount, and to pay a Penalty of Three Times the Sum to the Party from whom it may have been exacted, together with such Costs of Suit as such Party may have incurred in the Prosecution of his Complaint, in the Dewanny Adawlut.

• *Sic in Orig.* “ Fifteenth, The Contractor to pay the following Prices to the Ryots * their Opium, and to advance the same to them at the customary Periods.

appoint Two or more creditable Opium Growers, to decide on their Dherm, or Confidence, what Surplus, Quantity, or Kurdah, shall be taken for such Increase of Weight, by the undue Mixture of Water; and the Parties shall abide by their Award, unless it shall be proved to the Satisfaction of the Judge that the Arbitrators have been guilty of Partiality.

" Twenty-second, Where the crude Material shall be delivered in by the Growers in an adulterated State, as by the Mixture of foreign Ingredients, exclusive of the Water noticed in the preceding Article, the Contractor immediately to seize on and declare the same confiscated; at the same Time sealing it up in the Presence of the Ryot, and under his Mark, and in the Presence of Two or more creditable Witnesses, and depositing it in a secure and separate Place, and leaving the Ryot to have Recourse against him to the Judicial Power, for which Purpose he is to keep the said Opium thus sealed up for Three Weeks; and if in that Time the Ryot lodge not his Complaint, it shall not be afterwards heard; but the Contractor may then * upon the said Opium, and sell it for his own Advantage and local Consumption, liable to such Fine as Government may think proper to impose, should it ever be proved that he had made up any Part of such adulterated and condemned Opium in that which he is to deliver to the Company.

" Twenty-third, Should the Aumils, Zemindars, or Renters, exact more from the Ryots on Account of their Opium Lands than the established Rates, the Contractor to have the Privilege of representing the Circumstances to the Collector, who shall forthwith enquire into the same, and grant due Redress.

" Twenty-fourth, The Contractor to be subject to the Payment of certain charitable Allowances to Brahmins, and Indulgencies to the head Cultivators in the Soubah of Behar, amounting annually to about 17,000 Rupees; a List of the Particulars of which may be seen at the Office of the Secretary to the Government: Should any such charitable Allowances or Indulgencies exist in Bengal, an Account thereof will be hereafter published.

" Twenty-fifth, Should any Disputes arise between the Contractor or his Agents and the Ryots, or others, relative to the Cultivation, Provision, or Transportation, of Opium, not provided for in the preceding Articles, either Party to be at Liberty to apply for Redress to the Court of Dewanny Adawlut, the Judge of which to pass such Decision as he may think equitable upon a Consideration of the Circumstances of the Case.

" Twenty-sixth, Government to engage to take such Measures as they may think most effectual to prevent Europeans and others smuggling Opium, or otherwise carrying on an illicit Traffick therein.

" Benares.

" The Contract for the Provision of the Opium in Benares, to be held under the following Conditions:

" First, In the Event of the Court of Directors disapproving of the Terms of the Contract, or making any Alteration in the Mode of providing the Opium in Benares, or relinquishing the Provision of the same altogether, the Governor General, in Council, to be at Liberty to annul the Engagements which may be entered into in consequence of this Advertisement, from the End of the Year or Season, (that is, the 31st August,) in which the Orders notifying such Disapproval, Alteration, or Relinquishment, shall be received in Bengal.

" Second, The Contract to be for Four Years, commencing from the First September next.

" Third, The Contractor to engage to deliver annually 700 Chests of Opium, of Two Maunds each, each Maund containing Forty Seers, and each Seer weighing Seventy-six Benares Rupees and Four Annas. The Contractor to receive for every Chest of Opium of the above-mentioned Weight which shall be delivered by him, over and above the stipulated Quantity, the Sum of Fifty Rupees per Chest, in Addition to the Contract Price.

" Fourth, The Contract to be concluded for Sicca Rupees, and the Advances to the Contractor in the following Proportions advanced by him to the Ryots. For the First Year of the Contract, the Advances to be made to the Contractor in the following Proportions:

" In Affin	—	—	2 Sixteenths
Cautick	—	—	3 D°
Aughun	—	—	3 D°
Poos	—	—	3 D°
Maug	—	—	3 D°
Phaugun	—	—	2 D°
			<hr/>
			16 D°

" For the Three last Years Contract:

" In Affin	—	—	2 Sixteenths
Sawun	—	—	3 D°
Bhaudoon	—	—	3 D°
Affin	—	—	3 D°
Cautick	—	—	3 D°
Aughun	—	—	2 D°
			<hr/>
			16 D°

" Fifth

" The Advances from the Contractor to the Ryots in Sircar Lanen, Ruttu Guddavin, Sauffa Cufmar, Terhoot Nurfingpore, Korah Chynpore, Khaan Saffaram, and Tillotoo, Arrah, Powar, Peroo, Nunnore, Behere, Bojepore, and Denwa, to be made agreeable to the Third Article, in Sicca Rupees; the Batta between the same, and the different Species of Rupees, in which the Advances have been heretofore paid as specified in the preceding Account, to be adjusted by the Collector of the District.

" In Bengal.

" The Prices to be paid by the Contractor to the Ryots for the Bengal Opium, will be published in the Course of a few Days.

" Sixteenth, The Contractor, or his Agents, at the Season for sowing the Poppy, to be allowed to take Engagements from the Cultivator for the specific Number of Begahs, to be cultivated only, and not also as heretofore, for the specific Quantity of Opium to be produced in those Begahs; the Contractor not to be permitted to compel the Ryots to engage for the Cultivation of a greater Number of Begahs than they cultivated the preceding Year. The encreasing that Number, * or not to be left to the Option of the Ryots. When the Poppy shall be full grown, the Contractor then to depute his Agent, who, with the Cultivator, shall proceed into the Field, and, with the Assistance of Two or Three other creditable Cultivators, form the Estimate of what such Field is to produce; whereupon the Grower to enter into an Engagement to deliver so much, and should the Field produce more, to deliver that also, pro rato.

" Seventeenth, In the Event of the Crops being injured by Hail-storms, Hurricanes, or any other Calamity of Season, either previous or subsequent to the Completion of the Estimate of the Produce directed to be formed in the preceding Article, the Collector of the District, upon Application being made to him by the Contractor within Five Days after such Calamity shall have happened, to depute an Aumeen to ascertain, in Conjunction with the Agents of the Contractor and the Ryots, the actual Extent of the Loss occasioned thereby. The Charges of Aumeens so deputed to be defrayed by the Contractor.

" Eighteenth, The Contractor and his Agents not to confine, beat, or detain, the Property of, or levy any Tullubana, Fines, or Salamy, from any Ryots, or Person engaging for the Provision of being obliged to refund Three Times the Amount to the Party from whom such Exaction, shall have been levied, and being further compelled to pay to the Complaint the Amount of the Costs incurred by him in the Prosecution of his Suit, for the Recovery thereof in the Dewanny Adawlut.

" Nineteenth, The Weights and Scales made use of, * the Collector of the District, and examined annually by him, or by such Person as he shall think proper to appoint for that Purpose, during the Month of January, the Contractor, or his Agents, making use of Weights or Scales not to be sealed, or of uneven Scales, or deficient Weights, although sealed, to be liable to such Fine as the Judge may think proper to impose. In weighing the Opium, the Scales not to be held up in the Hands of the Dundedar or Native Weighman, but the Opium to be weighed in the Presence of both Parties, in the Mode known under the Denomination of Dham Dundee, (or fair and conscientious weighing), by the Scales being poised on a Wooden Stand fixed in the Earth.

" Twentieth, In the Event of the Cultivator failing to deliver in the full Quantity of Opium agreed for by him in the Manner specified in the Sixteenth Article, the under-mentioned Consequences to follow:

" First, If such Failure be occasioned by no Fault on his Part, he is only to refund the proportional Part of the Advance received by him, with Interest at the Rate of Eight per Cent. per Annum for the Time he may have had the Use of it, and without any other Mulct, Penalty, or Fee whatsoever.

" Second, If the Contractor suspect or believe the Cause of Failure to be in the wilful Neglect or Embezzlement of the Ryot, he is to complain to the Judge of the Dewanny Adawlut of the District, and upon Proof of its having been owing to Neglect, the Judge to award that the Ryot shall restore the proportional Advance, with Interest at the Rate of Twelve per Cent. per Annum; and if from Embezzlement, or otherwise disposing of it, the Judge to punish such Offence by imposing a Fine of Four Sicca Rupees per Seer, and confiscating the Opium, where it can be seized, and where it cannot be seized, by a Fine of Ten Sicca Rupees per Seer; to be levied by the Mode of Process laid down by the Judicial Regulation for the Enforcement of Decrees.

" Third, The Ryot to be liable to no Penalty for Breach of Contract, unless in the Case of Embezzlement, where it shall not appear and be proved that he had in his Hands, at the Period of the Failure, unliquidated Advances from the Contractor; but where he wilfully embezzles the crude Material, by selling or disposing of it to others, although without having at such Time any of the Advance of the Contractor in his Hands, the Contractor to complain against him to the Judge of the Adawlut of the District in which such Person shall reside, who is to punish such Offence in the Mode pointed out in the Second Clause of this Article.

" Twenty-first, Where the Ryot mixes Water with the crude Material, with a View to encrease the Weight of it, and brings it in that State to be delivered, the Contractor, or his Agents, to appoint

" Fifth, The Opium to be delivered to be equal in Quality to a Chest of the Benares Opium, the Produce of 1788-9, Three Chests of which will be deposited in the Khalfah, as a Standard for ascertaining the Quality of the Opium delivered. Any Disputes that may arise between the Officers of Government and the Contractor, regarding the Quality of the Opium delivered, to be determined by those creditable Persons to be appointed by Government, who shall be bound by Oath to decide impartially.

" Sixth, The Contractor to pay to the Company a Penalty of 300 Sicca Rupees per Chest for every Chest of Opium short of the stipulated Quantity which he shall fail in the Delivery of; and for * refund the Amount of the Advances made to him for the Provision of the Quantity deficient. Should either the Whole or any Part of such Deficiency be occasioned by Hail-storms, Hurricanes, or any other Calamity of Season, the Contractor not to be subject to the Payment of the above-mentioned Penalty for such Part of the Quantity deficient, as he may prove to the Satisfaction of the Resident and the Governor General in Council, to have been occasioned by such Calamity, but shall only refund the Amount of the Advances, with an Interest of Eight per Cent. per Annum for the Time he may have had the Use of it. The Contractor, within Five Days after such Calamity shall have occurred, to represent the same to the Resident, in order that he may take necessary Measures for ascertaining the Losses occasioned thereby, as directed in the 13th Article: Should the Contractor fail to inform the Resident of such Calamity within the Period above-mentioned, no Remission of the Penalty will be allowed him for Deficiencies in his Deliveries occasioned thereby. • Sic in Orig.

" Seventh, The Contractor to deliver to the Company, or their Agents, all the Opium which he may be able to provide, and to pay a Penalty of 750 Sicca Rupees per Chest, for every Chest of Opium that he may sell, barter, or otherwise dispose to any other Person or Persons whomsoever.

" Eighth, The Opium to be delivered by the Contractor at the Khalfah Office in Calcutta. The Charges of Package and Manufacture, and the Charges and Risks of Transportation and Delivery, to be on Account of the Contractors.

" Ninth, The Contractor to pay to the Rajah of Benares a Duty of Two and Half per Cent. on all Opium which he may import from the Dominions of the Nabob Vizier, on the Valuation which may * specified in his Excellency's Rowannah, and a Duty of Two and Half per Cent. to the Company on the Valuation inserted in the Benares Rowannah, (which will be the same as that specified in the Rowannah granted by the Officers of the Nabob Vizier,) upon its entering the Company's Provinces: Upon all Opium provided within the Zemindarry of Benares, the Contractor, upon Exportation thereof to the Rajah * a Duty of Two and Half per Cent. on the Valuation specified in the Benares Book of Rates, and a Duty of Two and Half per Cent. on the same Valuation to the Company, upon its entering the Province of Behar. • Sic in Orig.

" Tenth, The Contractor not to import or provide any Opium, the Produce of Behar or Bengal, under Pain of the same being confiscated. This Restriction not to operate with regard to Behar, should he contract for the Provision of the Opium of that Province; nor Bengal, should he engage to provide the Opium of that Province also.

" Eleventh, The Contractor to pay to the Ryots Two Benares Sicca Rupees and Eight Annas for each Seer of pure Opium, weighing Ninety-six Benares Sicca Rupees, and to advance the same to them at the customary Periods. The Contractor to be allowed to take from the Ryots, exclusive of the above Weight, a Surplus of One Chattaek per Seer, making Two and Half Seers per Maund, as an Allowance for the drying up and Wastage of the crude Material before it be made into Cake.—This Allowance however not to be exacted by the Contractor until the End of the Year, or towards the ultimate Settlement of Accounts.

" Twelfth, The Contractor, or his Agents, at the Season for sowing the Poppy, to be allowed to take Engagements from the Cultivator for the specific Number of Begahs to be cultivated only, and not also for the specific Quantity of Opium to be produced in those Begahs. The Contractor not to be permitted to compel the Cultivators to engage for the Cultivation of a greater Number of Begahs than they cultivated in the preceding Year. The increasing that Number are not to be left to the Option of the Ryots. When the Poppy shall be full grown, the Contractor then to depute his Agent, who, with the Cultivator, shall proceed into the Field, and, with the Assistance of Two or Three other creditable Cultivators, form the Estimate of what such Field is to produce, whereupon the Grower shall enter into an Engagement to deliver so much; and should the Field produce more, to deliver that also pro rata.

" Thirteenth, In the Event of the Crops being injured by Hail or any other Calamity of Season, either previous or subsequent to the Estimate of the Produce directed to be formed in the preceding Article shall have been completed, the Resident, upon Application being made to him by the Contractor (within Five Days after such Calamity shall have happened), to depute an Aumeen to ascertain, in Conjunction with the Agents of the Contractor and the Ryots, the actual Extent of the Loss occasioned thereby. The Charges of Aumeens so deputed to be defrayed by the Contractor.

" Fourteenth, The Scales and Weights made use of by the Contractor, or his Agents, in weighing the Opium received from the Ryots, to be sealed with the Seal of the Resident, and examined annually by him, or by such Person as he may think proper to appoint for that Purpose, during

during the Course of the Month of January, the Contractor, or his Agents, making use of Weights or Scales not so sealed, or of unsealed Scales, or deficient Weights, although sealed, to be liable to such Fine as the Judge may think proper to impose, in or out of Jail, or of Jail.

" In weighing the Opium, the Scales not to be held up in the Hands of the Dundedar, or Native Weighmen, but the Opium to be weighed in the Presence of both Parties, in the Mode known under the Denomination of Dherai Dundee; for fair and conscientious weighing; by the Scales being posted on a Wooden Stand fixed in the Earth, not being so as to be moved or tampered with; and the Cultivator to deliver in the full Amount agreed for by him in the Manner specified in the Eleventh Article, and following Consequences to follow:

" 1st, In such Cases be occasioned by no Fault on his Part, he is only to refund the proportional Part of the Advance received by him, with Interest at the Rate of 8 per Cent. per Annum for the Time he had the Use of it, and without Mole, Penalty, or Fee whatsoever.

" 2d, If the Contractor suspect, or believe the Cause of Failure to be in the wilful Neglect or Embezzlement of the Ryot, he is to complain to the Judicial Power, that is, to the Native Adawlut, or directly to the Resident; and upon Proof of its being owing to Neglect, the Judge or Resident to award that the Ryot shall restore the proportional Advance, with Interest at the Rate of 8 per Cent. per Annum; and that from Embezzlement, or otherwise disposing of it, the Resident or Judge to punish such Offence, by imposing a Fine of Four Sicca Rupees per Seer, and confiscating the Opium, if it can be seized; and where it cannot be seized, by a Fine of Ten Sicca Rupees per Seer, to be levied by the Mode of Process laid down in the Judicial Regulations for the Enforcement of Decrees.

" 3d, The Ryot to be liable to no Penalty for Breach of Contract (unless in the Case of Embezzlement) where it shall not appear and be proved that he had in his Hands, at the Period of the Failure unliquidated Advances from the Contractors; but where he wilfully embezzles the crude Material for selling to others, although without having at such Time any Advances of the Contractor in his Hands, the Contractor is to complain against him to the Resident, or the Native Court of Adawlut, in which such Person shall reside; and the Resident or Judge shall punish such Offence in the Mode pointed out in the Second Clause of this Article.

" Sixteenth, Where the Ryot mixes Water with the crude Material, with a View to increase the Weight of it, and brings it in that State to be delivered, the Contractor, or his Agent, shall appoint Two or more head and creditable Opium Growers to decide in their Dherai, or Conscience, what Surplus Quantity shall be taken for such Encrease of Weight by the undue Admixture of Water, and the Parties shall abide by their Award, unless it shall be proved, to the Satisfaction of the Resident or Judge, that the Arbitrators have been guilty of Partiality.

" Seventeenth, Where the crude Material shall be delivered in by the Growers in an adulterated State, as by the Mixture of foreign Ingredients, (exclusive of the Water noticed in the preceding Article) the Contractor is immediately to seize on and declare the same confiscated; at the same Time sealing it up in the Ryot's Presence, and under his Mark, and depositing it in a secure and separate Place; and leaving the Ryot to have Recourse against him to the Judicial Power, for which Purpose he is to keep the said Opium thus sealed up for Three Weeks; and if in that Time the Ryot lodge not his Complaint, it shall not be afterwards heard; but the Contractor may then dispose of the said Opium, and sell it for his own Advantage, for local Consumption; being for the same liable to such Fine as Government may think proper to impose, should it ever be proved that he had made up any Part of such adulterated and condemned Opium in that which he is to deliver to the Company.

" Eighteenth, The Contractor, or his Agents, from the first to the last in Degree of Detail, to be positively prohibited from collecting any Fee, Premium, Aret, or Dutton, on their Engagements with the Koties or Opium Ryots, on Pain of paying Three Times the Amount of all such Exactions or Receipts, together with the Complaints. Costs of Suit, to be estimated by the Judges on

Prohibition to the Judicial Power; which Fine is to be levied by the said Courts, not from the Native Receivers, from the Contractor or from his Chief Agent on the Spot, leaving him to settle with his inferior Agents thus offending. And the whole Amount of this Penalty, together with Costs of Suit as above specified, to be awarded by the Judge to the Party from whom the Exaction was made.

" Nineteenth, The Contractor to be amenable to the Mofassil, and Sudder Courts of Justice, in all Matters relating to his Contract.

" Twentieth, The Contractor, or his Agents, and the Opium Cultivators, to have the Option of lodging their Complaints, in the First Instance, before the Native Judges of the Mofassil Court, or immediately before the Resident. Complaints preferred in the Native Courts to be appealable to the Resident; and Complaints lodged before the Resident to be appealable to the Governor General in Council; provided the Amount of the Suit shall not be less than the Sum limited by the Regulations.

" By Order of the Governor General in Council.

(Signed) G. H. Barlow,
Sub Secy.

" Previous

As previous to entering upon the Discussion of the Two Systems of providing the Opium, Agency and Contract, they think it necessary to consider a Third Question; viz. Whether it could be expedient to relinquish the Provision of the Opium altogether, and to throw open the Trade on that Article?

Although, upon general Principles, the Board cannot but disapprove all Monopolies, especially when in the Hands of Government, many Considerations induce them to reject the Abolition of the Monopoly in Question, of which the following is the principal:

1st Were the Trade to be laid open, the Board are of Opinion that the Quality of the Opium would soon be so much debased, as to destroy the Reputation of the Commodity in the Eastern Markets, and thereby lessen the Demand for it, which might ultimately affect the Cultivation of it in Bengal and Behar, to the Detriment of the Revenue.

2^d, The Relinquishment of the Monopoly would occasion an immediate Defalcation on the Resources of Government, equal to the Amount of the Profits now derived from it, nor would this Loss be made up by any other Means; but a very small Part of it could be resolved, by imposing an Increase of Rent in the Poppy Lands, without oppressing the Cultivators, who would, in consequence, relinquish the Cultivation altogether and the late Arrangements made in the Customs would render the imposing any Duties on the Exportation of it less practicable than heretofore.

3^d, The Opium now serves as a Remittance to China, to answer the Bills drawn upon Canton, for the Provision of the Investment. Were the Trade to be laid open, it is probable that this Resource might in some Measure fail, and occasion the Exportation of large Sums in Silver from this Country, already too much drained of its circulating Specie.

These Considerations may, in course of Time, have less Weight; but in the present State of the Company's Affairs, they appear to the Board of sufficient Importance to induce them to give up all Thought of relinquishing the Monopoly, more especially as they have little Doubt, that, by increasing the Price to be paid to the Cultivators, abolishing the Cesses imposed upon them by former Contractors, and defining the Rights of the Ryots, and limiting the Authority of the Contractor, the Cultivation of the Poppy may be rendered equally advantageous to the Ryots, as any other Article of Produce.

The next Question to be determined regarding Opium, is the Mode in which it is in future to be provided, whether by Contract or Agency.

With respect to a Contract, the following Objection occurs; that it may be difficult to the Terms of it, with such Precision as to preclude the Contractor from the Exercise of the Powers which he might possess to the Injury of the Cultivators of this Article in some Degree, and that, when the Contract has been once concluded, the Redress of Injury will be still more impracticable.

On the other Hand, admitting that these Evils will not exist under the Plan of an Agency, there are others attending it which will desire * Consideration: The Superintendence of the Plan will naturally add unavoidably to the Detail of Business in which the Government is involved, nor can that Superintendence and Control be effectually exercised, without a minute Attention to that Detail. If the Plan be entrusted to the Execution of the Collectors of Revenue, the same Objections occur there; the prescribed Duties of their Offices, of Collector, Judge, and Magistrate, are as fully sufficient to occupy the Attention of the ablest and most assiduous; and the Superintendence of the Native Agents employed by them, will alone be sufficient to engross the principal Part of that Time which ought to be directed to other Functions.

If separate Agents be appointed, the Charges attending the Provision will be greatly enhanced; their Labours must be rewarded, and their Zeal crowned by liberal Salaries; and although this Alternative will remove the Objections arising from the Employment of the Collector, the Embarrassment of the Detail * will still affect the Government.

Neither is an Agency so certain as a Contract; some Allowance in other Cases might be made for extraordinary Calamities of the Season; but independent of this, it may be presumed that the Interest which stimulates an Individual, when Fortune and Success depend solely upon his Skill and Exertions, will operate with greater Energy than in the Case of an Agency, where the same Motives * do not prevail with equal Force, and the Security of the Provision, as well as Security against outstanding Balances, will in one Case be greater than in the other.

Such are in general the Advantages and Disadvantages of both Plans; in forming a Judgement upon them from Experience, it is evident that a Contract may be executed without incurring Inconveniences of great Magnitude, and with Success and Advantage to the Company; and admitting that some Evils have prevailed under the Terms of the Contract, as concluded with Mr. Heatly, it must again be allowed, that they have not been such as to induce public Complaints; so far from it, that the Board have every Reason to be satisfied with the Conduct of the Contractor, both with regard to the Fairness of his Dealing with the Ryots, and the Performance of his Stipulations with the Company.

The Consequence may however be imputed to the Character of the Contractor, and his Equity and Liberality; but as the Board, in case a Contract should be determined upon, cannot select the Persons with whom it is to be made, Reliance must be placed upon the Provision of the Terms of the Engagement, rather than upon the Character of the Individual who may engage; and

and this brings them to the Consideration of the Objections above stated, and if they can be removed, no material Difficulty to a Contract will then remain.

" With a View to the present Objection of Deliberation, the Sub-Secretary (whose local Residence and Knowledge of the Subject more particularly qualified him for a Task) by the Governor General was directed to prepare the Form of an Advertisement for the Contract, so as to guard if possible against the Inconveniencies attending the Provision of the Opium by this Plan; and in the Performance of this Duty, he was instructed to advert to the Information furnished by the Collectors, in consequence of the Requisitions from the Secret Department of 9th April 1788, as well as to the Communication of the late Contractor Mr. Heatly. The present Objection having before occurred, it was concluded that the Weight of them might be better estimated when the Provisions for the Removal of the Inconveniencies stated in them were detailed; by this Mode the Question is brought to a more precise Issue than it could have been done by Arguments of a more general Nature without a specific Reference to Particulars.

" In reviewing the Information before the Board, the following Points more immediately require Correction and Amendment :

" 1. The Inadequacy of the Price paid to the Cultivators of the Opium.

" 2. The Execution levied from them under various Denominations.

" 3. And the Want of a due and legal Controul over the Contractor and his Agents.

" With respect to the First, the Fact being admitted, no Arguments are necessary to evince the Propriety of an Alteration favourable to the Ryots; the Sentiments of the Honble. the Court of Directors, in their Letter of the 18th February, as applied to the Provision of the Benares Opium, are founded in Principles of Equity and Policy, viz. that without doing Justice to the Cultivation, it can never be the Interest of Government to monopolize the Produce, however high its apparent Profit may be to raise and require a general Application.

" The Introduction of the various Cesses upon the Ryots, for whatever Reason, can only be discovered * an Abuse which ought long ago to have been rectified; they may be in Fact considered as Deductions from the Price of their Labour, and at all Events furnish the Ground of arbitrary Exaction equally difficult to correct and detail amongst these * Naviries; their Appearance are, viz. Chellan, which has an equitable Principle for its Basis, being a Provision for the Diminution of the Quantity of the Opium, in consequence of its being delivered * a wet State.

" In adverting to the proposed Advertisement, the Board observe, that the Fourteenth and Fifteenth Articles are calculated to afford the Relief required; First, by the Abolition of the Kued * by the former Contractor, with an Exception of the Chellan, which is with great Propriety added to the Weight, and in Name abolished; and, Secondly, by an Augmentation of the Price of the Opium.

" By comparing the Coluseens in the Fifteenth Article, the Advantages to the Ryot will be apparent; and it may be sufficient in this Place to record specifically the first Head only, to point out the Difference to him. By the * Time of the former Contract, a Ryot of Sircar Sarun delivered a Seer of Opium of 97 S^o W^o for R^o 1,12 Sicca; by the proposed Advertisement he will receive 1 S^o R^o 14 S^o for a Seer of Sicca Weight.

" The above regard Behar; the Eleventh Article of the Advertisement, regarding Benares, contains the Price to be paid to the Ryot as recommended by Mr. Duncan; with respect to Bengal, the Prices are not sufficiently ascertained: At present it is however proper to observe, that the Ryots of this Province are better paid than that of Behar.

" The proposed Regulation, subjecting the Contractor and his Agents to the Courts of Dewanny Adawlut, affords a due and legal Controul over them.

" In Addition to the above, the 16th, 18th, 19th, and 21st Articles of the proposed Advertisement contain definitive Restrictions, calculated to protect the Ryot from various Abuses, particularly in the Article of Weight, and Exaction for deficient Deliveries.

" The Point to be determined upon the Whole is, Whether the Restrictions are sufficient to guard against the Inconveniencies stated in the Objection to the Contractor. In * comparing the Terms proposed with those of the late Contract, the Superiority in point of Limitations favourable to the Ryots is apparent; and little Doubt can be entertained that the Ryots will, under such Alterations, cheerfully continue a Cultivation which they have hitherto earned * in under manifest Disadvantages; and upon the Whole the Board are of Opinion, that a Contract should be resolved upon in Preference to an Agency.

" In other Respects the Forms of the late Contract have been altered and amended; and the Form of the Advertisement proposed by the Secretary is approved.

" Resolved, That it be published without Delay. (a)

(Signed at the End)

" Cornwallis,
Cha^o Stuart,
J. Shore."

Read, also, from a Book, intituled, " Bengal Letters, received 10th August 1789, to 16th April 1790," already delivered in, the following Extract of a Revenue Letter

(a) Vide Appendix, N^o CCCCXXIX.

from the Governor General and Council at Bengal, to the Court of Directors, dated 10th August 1789, beginning at Paragraph 47 of the same Letter.

“ To the Honble. the Court of Directors for Affairs of the Honble. the United Company of Merchants of England trading to the East Indies.

“ Honble. Sir, and Sirs,

“ Par. 47. We transmit for your Information a Copy of the Advertisement, a separate Number in the Packet; and we trust you will be of Opinion that the Stipulations contained therein are adequate to the Attainment of the Objects proposed, the Protection and Welfare of the Cultivators, and the securing to Government the Profits of the Monopoly. (a)

(Signed at the End of the Letter)

“ Cornwallis,
Cha^r Stuart,
J. Shore.”

The Managers for the Commons stated, They should next proceed to the Subject of the smuggling of Opium; and first desired to rectify a Mistake of the Council in supposing, as is stated by them in Page 2243 of the printed Minutes, that the Purpose for which the Managers of the Commons gave Evidence of the Loan of 1781, in Page 133 of the Minutes, was to shew that it was in Favour of certain Individuals mentioned in a List of Persons inclosed in Mr. Hastings's Letter of the 22d October 1781; whereas the only Persons they supposed to be benefited by the Loan, were Colonel Watson and Captain Thornhill.

The Managers for the Commons next stated, That the Counsel for the Defendant having, in Page 2247 of the printed Minutes, produced a Letter of Mr. Robert Geddis, Captain of the Betsey, to shew that the Loss charged on this Adventure, was owing to the accidental Capture of the Betsey by the Dutch; they would now proceed to shew, That the Interference of Mr. Hastings in the Politics of the Malays, and an Intimation that the Company's Letter of Marque had attacked and seized the Property of the Natives, might have been the Occasion of the Capture of the Betsey.

Read, from Book 223, the following Extract of a Consultation of the 3d March 1783, beginning at Page 352 of the same Book.

“ Fort William, 3d March 1783.

“ At a Council; Present,

The Honble. Warren Hastings, Governor General, President,
Lieutenant General Sir Eyre Coote,
Edward Wheler,
John Macpherson,
John Stables.

“ To the Honourable Warren Hastings, Esq.

“ Honourable Sir,

“ Some Days after the Departure of Captain Thomas Forest from this Port, I arrived from Querah, found here Deputies from Rajah Hadgie, King of Rhio, to Captain Forrest, with full Powers to conclude a Treaty offensive and defensive with the English. In his Absence they applied to me for Advice how they ought to proceed, and in Confidence informed me, that Rajah Hadgie had concluded a Treaty with the King of that District of the Lelebes called Gua; that he was endeavouring to detach from his Alliance with the Dutch the King of the District called Bony, which surrounds Measser, and had Hopes with * the Appearance of the English would greatly facilitate; * See in Orig. that the Sultans of Maltarram and Ballam Goang, on Java, which * Palimbang and Raya were all in waiting; and as the Wadjou Government were always maintaining a piratical War, they had the whole Island of Lelebes, and greatest Part of Java; Malacca was his Concern, and he required for said Attempt but little Assistance: They inform me, as News, that they are with Certainty informed, that the Sultans of the Molicee Islands have attacked the Dutch under the Sultan of Lidero; that by Two Prows from Mandar, they hear that the People of Ceram have surprized and taken the Fort of Amboyna, that had brought 100 Pecul of Cloves to Bally, of which 32 Pecul have come to Rhio: That the Dutch have had no Vessel from Europe since the Beginning of the War. That Iron is 33 Sp. D^r per Pecul. One Instance of their Distress;—and if we take the usual Decrements of Life among Europeans in Batavia, they can have very few Europeans re-

(a) Vide supra Appendix, N^o CCCLXXXVII.

maintaining, which with Certainty we may conclude from the following Circumstances; viz. the Store Ship to Malacca had only Ten European Officers included; the People of Bally have taken, plundered, and burnt One of their Ships fitted for War; and 'tis reported that the Natives on Board Two Ships laying in Batavia Roads had murdered the Dutch, and sailed for Benroolen; that there was only Five Ships in Batavia Roads in September last; that from interior Information, he is assured, Invalids and Civilians inclusive, there is not above 100 Europeans in Malacca, and of them the Mercantile are in the English Interest; that their 600 new-raised Malays he considers as his own, though paid by the Dutch; and the Chinese he knows won't fight.—This contains the Substance of their Information: I advised them, as they had missed Captain Forest, to send an Ambassador to Bengal to conclude the Treaty there, and personally solicit Assistance, such as the English could spare, on the Service demand—in mean Time to leave no Stone unturned to consolidate the Javans, all the Bugges, and his Western Confederates, to be ready to attack at once; which, by distracting the Attention of the Dutch, would facilitate their Schemes.

“ To point out the Difference betwixt the independent Sovereigns connected only with English Traders, and the Puppets to which the Dutch leave the Name of Kings; to stimulate their Avarice by a Comparison of the Prices which they now receive, with those the English daily give; to give the direct Lie to the Assertion of the Dutch, that the English Company have no Dollars, and are unequal to the Purchase of the Whole of their Produce, as you know that 40,000 Peculs Tin and Pepper have been carried from Rhio by Traders, which they dignify with the Name of Pirates, in One Year One *; to shew them, as the Dutch are now incapable to fulfil their Contracts, these Contracts virtually cease to be in Force, and from the Failure on the Part of the Dutch the Rajahs are, consistent with Justice, at Liberty to renew them or not; that should they incline as independent Sovereigns, to give a Preference to the English, I could venture to assure them, that the English would willingly accept these Contracts, and give in much more equitable Terms than they at present had, and would not only take their yearly Produce after the War, but likewise such Surplus as might remain in their Hands at the End of this present War; that in their Connections with the English, I could assure them from Authority, that they would not change their Tyrants, but would find the Protection of a Father, they giving an Equivalent, in the Exactness of fulfilling their Contracts, as the Basis of the separate Trade proposed to be established, they well knowing that in all such Connections the Advantages must be reciprocal, otherwise they will not be lasting: They said, the Truth of what I advanced was notoriously known to all, and accordingly would appear, should even a small Force come from the English, and even without Force, in the present weak State of the Dutch, they were sufficiently strong to relieve themselves, could they only be assured of the Protection of the English when the present War ceases—they returned to Rhio in a few Days, and I have not yet learnt whether they have or mean to send a Man to Bengal.

“ Should these People apply, and our Means enable us to assist them, whoever commands must bring with him a Stock of Patience to bear with the tedious Consultation, and their outré Modes of executing their Resolves; and must expect very little Courage, but their Numbers, their Knowledge of the Scenes of Action, their many and quick-sailing Prows, their actual Address in a desultory War, the Plenty which Nature has given them, and their prompt Obedience to their Rajahs, would greatly facilitate any offensive Plan, and would procure quick Intelligence, easy Conveyance, and certain Supplies of Provisions.

“ Among the People who purpose to engage in this Business, there are Two Motives for Action, tending to the same End. The People immediately under the Dutch are actuated by a Spirit of Revenge, a Remembrance of recent Injuries, and the Hopes of an enlarged Trade, and Delivery from Oppression; their Endeavours are therefore to be depended on, as both their own Passions and the Orders of their Rajahs coincide. The People under Rajah Hadjee, who are only under the Dutch when at Sea, and who frequently suffer from their Guarda Costas, have by these Depredations, and the Memory of the Malacca War, a strong Dislike to the Dutch; and from the liberal Connections and Trade of the English, a Predilection in their Favour. For their King, he has engaged his Pride and Honour in a fruitless Demand of the Restitution of the Betley, C. Giddes, in which Negotiation the Dutch have treated him with great Haughtiness, and some Sights: But an Attempt to introduce 600 Bagges into Malacca, and a Discovery of some improper Connections he was forming in Malacca, prevented his Attempt for the present, and occasioned a mutual Distrust, so that he will find it difficult to regain his Situation; and I have Reason to think that he would declare against the Dutch, were he assured of the English Protection.

“ These Two Divisions likewise stand in a different Relation to the English in their own Opinion, though no real Distinction subsists; those under the Dutch, whatever Oppressions they may sustain, have only to lament, while Rhio, Salengore, and Trangano, are considered by the Eastern People and themselves as belonging to the English; and 'tis only from their Ignorance that they have not endeavoured to place themselves in a nearer Relation; of course, any Accident happening to them would be considered as a Slur on the English, and some Eclat to the Dutch.

“ On the Whole it is my Opinion, that the Appearance of any Force would put the Dutch in a general Consternation, and all the Natives in Motion; but with Two Ships of the Line, a 40 Gun Ship, One Frigate, and One Vessel of 20 Guns, the Dutch have nothing to make even an Attempt to molest. Imprudent—it is true they have Four Ships, fitted with from 40 to 56 Guns,

and 18 Pounders on their lower Decks, but they are not One-third manned, and have no Officers; and they have no Force (Batavia excepted) able to meet 500 Sepoys, 100 European Artillery included, in the Field; from which I conclude the Force specified equal to the Reduction of every Settlement the Dutch have, Batavia excepted: The Transports should be aimed, for the Sake of Appearance and our First Attempt on Malacca. But should our difficult Situation on the Coast disable us from sending any Force which could act openly, yet a Couple of good sailing Frigates to cut off the Malacca Supplies, and of course the French from thence, to burn or sink all their Guarda Costas, which would loose the Hands of the Natives, make Communication easy, throw Trade open, and give them a Taste of its Emoluments, with sundry other Advantages. Half a Million Dutch Property went to China in Junks last Year. If any Letters of Marque are granted, they ought to be more confined than the Death and Glory's was, not mean to use the Natives as Friends, to attack and seize their Property, on whatever Pretext, is surely impolitic. (a)

(Signed at the End of the Consultation)

“ Warren Hastings,
Edw. Wheler,
John Macpherson,
John Stables.”

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 2249 of the printed Minutes, produced the 55th Paragraph of a Letter from the Court of Directors to the Governor General and Council at Bengal, of the 12th of July 1782, for the Purpose of shewing that the Court of Directors approved of that Part of the Adventure in which the Betsey was concerned, they should produce in Answer the 56th Paragraph of the same Letter, to shew the strongest Disapprobation of that Part of the Adventure in which the Nonfuch was concerned.

Read, from Book 42, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 12th July 1782, beginning at Paragraph 56th of the same Letter.

“ Our Governor General and Council at Fort William in Bengal.

“ 56. But with regard to the Contingment of 2000 Chests of Opium immediately to the Supra Cargoes, to be disposed of in such Manner as they shall think proper: We have been informed, that the Importation of Opium to China is forbidden by the Chinese Government on very severe Penalties.—The Opium on Seizure is burnt, the Vessel on which it is brought to the Port confiscated, and the Chinese, in whose Possession it may be found for Sale, punished with Death. Under any Circumstances, it is beneath the Company to be engaged in such a clandestine Trade; we therefore hereby positively prohibit any more Opium being sent to China on the Company's Account. (b)

“ London,
the 12th July 1782.

(Signed at the End of the Letter)

“ R. Hall,	Robert Gregory,
John Smith,	Henry Fletcher,
John Roberts,	John Harrison,
Step. Lushington,	George Tatam,
Ben. Booth,	Jacob Wilkinson,
W. Devaynes,	Charles Boddam,
George Cuning,	John Hunter,
Ja. Moffatt,	Joseph Sparker,
• Nathaniel Smith.”	

The Managers for the Commons next stated, That the Counsel for the Defendant having, in the printed Minutes Page 2251, given Evidence to shew that the general Policy of the Measure had received considerable Confirmation by the Practice which had obtained ever since, they would proceed to explain several of the Documents so produced on the Part of the Defendant; for which Purpose they would first read the 2d and 3d Paragraphs of a Letter from Colonel Watfon of the 15th November 1785.

(a) Vide supra Appendix, N° CCCLXXXIX.

(b) Vide supra Appendix, N° CCCXC.

Read,

Read, from Book 713, the following Extracts of a Consultation of the 16th November 1785, beginning at Page 189 of the same Book.

" Fort William, the 16th November 1785.

" At a Council, Present,

The Honble. John M^rPherson Esquire, Governor General, President;

Lieutenant General Robert Sloper, Commander in Chief,

and

* John Stables Esquire.

The Honble. Charles Stuart indisposed.

" Read the following Letter from Lieutenant Colonel Watson:

" Gentlemen,

" Par. 2. In consequence of the Commutation Tax, which passed into a Law last Year, the Court of Directors immediately began to carry their great Plan of Trade into Execution; and for that Purpose, it is well known, have dispatched this Season Eighteen or Twenty chartered Ships to China, in Hopes of being able to bring back a sufficient Quantity of Tea for their Home Consumption, without being again under the Necessity of supplying their Wants by the Aid of Foreign Companies or Adventurers. In this great and uncommon Attempt, they appear to have rested their sole Dependence for extra Resources entirely upon this Government, as I do not hear that One Dollar in Specie has been put on board any of their Ships.

" 3. This extensive Object, so important to the Company and to the Revenue of the Mother Country, so beneficial to our own Commerce, and so ruinous to that of our Competitors, is well known to be a favourite Project of the present Minister, whose Reputation must inevitably be greatly affected by its Success or Failure; for if the Supplies of Tea by the Company's Ships should fail, the Commutation Tax will then most certainly be execrated throughout the Nation, and Mr. Pitt's Plan, although founded in the soundest Policy and Wisdom, be perhaps the very Means of removing him from his present exalted Station. (a)

(Signed at the End of the Letter)

" Henry Watson.

(And at the End of the Consultation):

" John M^rPherson,

R. Sloper,

John Stables,

Chas^r Stuart."

To shew that the Plan of Colonel Watson was in direct Opposition to, and a Condemnation of the Advertisement of the Governor General and Council, given in Evidence by the Counsel for the Defendant, in Page 2252 of the printed Minutes,

Read, a further Extract from the same Consultation and the same Letter, beginning at Page 190 of the same Book.

" Par. 4. I presume therefore to declare, that if another Season is permitted to elapse without a substantial and certain Remittance being made to China before the Months of June or July next, the Company's Credit will not only suffer irreparably, but their Supplies of Tea may even be entirely stopped, for the Hong Merchants of Canton will not long continue to trust a Company whose Debts to them are already so considerable, and which they see Year by Year accumulate in a regular, rapid, and alarming Manner, so different from all former Experience. It is therefore by this Government alone, and at this particular Crisis, that our Credit can be preserved in China any longer; which, however, I do not scruple to say, can neither with Effect or any Certainty be done by the Mode now adopted in your Publication, by Authority, in the Prints of the 10th Instant; but, on the contrary, this Measure, if carried into Execution, will indubitably counteract the best and most certain Means of Supply that Bengal alone is able to furnish, not for One Year only, but for the whole Term of our existing Power in this Country." (b)

The Managers for the Commons stated, They should next produce the Resolution of the Board, in consequence of Colonel Watson's Proposal of the 15th November 1785.

Read, from Book 714, already delivered in, the following Extract of a Letter from the Governor General and Council at Fort William, to the Court of Directors, dated the 31st December 1785, beginning at Page 13 of the same.

" To the Honble. the Court of Directors for Affairs of the Honble. United Company of Merchants of England, trading to the East Indies.

" Honble. Sirs,

" Par. 13. In the Consultation noted in the Margin, there is a long Letter from Lieut. Colonel

Consult
16th Nov.

(a) Vide supra Appendix, N^o CCCXCI.

(b) Vide Appendix, ibid.

Henry Watson, on the Subject of our Supplies to Canton, and the Modes he recommends to be adopted for effecting them. His Representations seemed calculated to prepare us for a Plan which he had in Contemplation; and which actually made its Appearance Three Days afterwards.

" 14. In this Plan Colonel Watson was joined by Captain John Tarker, the Commander of a Country Vessel: Its avowed Object was to pay into the Company's Treasury at Canton, the Sum of 90,000*l.* Had we acceded to their Wishes, we must first have told to them your Ship, the Sir Edward Hughes, for the Sum of One Lack and Forty thousand current Rupees, which is not Half her Prime Cost; we must have issued to Colonel Watson and Captain Tarker to the Amount of Three Lacks of Rupees in Copper, at a Rate below its present real Value in Calcutta; we must have agreed to receive Money into the Treasury at Canton, for Bills on you, to the Amount of 45,000*l.* Sterling; and have submitted to the Contingency of the late Arrival of four Ships in China, for the Payment of the Cost of the Sir Edward Hughes, and the Amount of the Copper: And after having sold the Ship to them, they expected us to covenant that she should be loaded at Canton for Europe, and that she should continue as a regular chartered Ship in your Service; or upon your objecting to this, you were to pay to them the Sum of 14,000*l.* Sterling for the Purchase of the Ship Six Months after her Arrival in the River Thames.

" 15. These Proposals appeared to us so evidently disadvantageous to the Honourable Company, that we did not hesitate to reject them, particularly as we had previously received from the Honourable the Governor General a Plan of a Voyage for the Sir Edward Hughes to the Malabar Coast, Bombay, and China, and had actually commenced the necessary Arrangements for carrying it into Execution: We are sanguine in our Expectation, that the Honourable Company will not only by this Means obtain a Remittance of more than Three Lacks of Rupees to China, but that a Cargo will be furnished for the Sir Edward Hughes for England; the Freight of which will amply defray the Charges that have hitherto been incurred by that Ship, which, should she not be wanted at Canton to carry Goods on your Account to Europe, will, in the Event of War, or the Establishment of any Settlement to the Eastward, answer the Purposes you had originally in View when you ordered her to be built: We have ordered her to be put on the Bombay Establishment, at the lowest possible Charge to the Company. (a)

(Signed at the End of the Letter)

" Fort William,
the 31st December 1785.

" John Macpherson,
R^d Sloper,
John Stables,
Chas Stuart."

The Managers for the Commons stated, They should next proceed to the Subject of the Bullock Contract; and First, that the Counsel for the Defendant having, in Page 2257 of the printed Minutes, given Evidence to shew that there were Complaints from General Stibbert, and other Persons, relative to the Insufficiency and bad Condition of the Carriage Bullocks under Mr. Johnson's Contract; they should produce a Letter from the Court of Directors of 28th August 1782, in Answer to a Letter received by them from General Stibbert.

Read, from Book 42, already delivered in, the following Extract of a Letter from the Court of Directors to the Governor General and Council at Fort William in Bengal, dated the 28th August 1782, beginning at Paragraph 13 of the same.

" Our Governor General and Council at Fort William in Bengal, 28th August 1782.

" Par. 13. However competent we may be to give an Opinion upon the Appointment of Officers to superior Rank, yet we confess ourselves not sufficiently able to judge of the Plan for new modelling your Corps of Native Infantry. Much must depend on local Knowledge. A Plan, the Objects of which were to lessen Expences, and to do Justice to the Native Troops, is certainly entitled to a liberal Construction: But as we had appointed a Commander in Chief of such distinguished Abilities and Experience as Sir Eyre Coote, his Opinion ought certainly to have been asked, and his Approbation obtained, before you resolved to put it in Execution.

" Par. 14. We cannot however avoid remarking on a very extraordinary Passage in the Letter from General Stibbert on this Occasion, and which was adopted by you in your Letter of the 7th of January 1781:—After observing that Abuses had, from a long Course of Practice, insinuated themselves throughout the Army, and which were of a Nature tending immediately to the Ruin of the Corps composing our Native Infantry, and consequently to the endangering the British Interests in India, General Stibbert adds, that totally to debar Officers from all Perquisites and Emoluments whatsoever, without advancing their Rank and Salary, would produce no other Consequence than that of rendering them to a Man disaffected to the Service.

" Par. 15. Such unmilitary Ideas, coming from a Provincial Commander in Chief, cannot but astonish us. Abuses have crept into the Service leading to its immediate Ruin, and a Remedy is not to be applied without countenancing other Abuses, and without a positive Breach of our Orders.

(a) Vide supra Appendix, N^o CCCXCI.

To preserve the British Interests in India, these Abuses must be remedied; but the Remedy is to be at the Expence of the Company; and if we do not consent to this, our Provincial Commander in Chief has told us that to a Man the Officers will be disaffected to the Service. But we have a better Opinion of the Generality of the Officers employed in India. We think they will cheerfully acquiesce in Measures taken for the Remedy of Abuses, without a Compensation, will content themselves with the fair Emoluments of their Stations, and not be disaffected to a Service, the Advantages of which are allowed to exceed any other, because it is necessary to make Reforms in order to prevent that Service being brought to Ruin. We desire that you communicate these our Sentiments to General Stibbert.

(Signed at the End of the Letter)

“ London,
the 28th Aug. 1782.

“ George Tatem, Hen. Savage,
John Smith, John Harrison,
George Cuming, Nath. Smith,
R^d Hall, Henry Fletcher,
Step. Lushington, Jac. Wilkinson,
John Hunter, J. Roberts,
Joseph Sparkes.”

To shew that the extra Expence of sending Bullocks to Madras might itself be considered as an improvident Expenditure,

Read, from Book 726, the following Extract of a Consultation of the 29th July 1791, beginning at Page 406 of the same Book.

Proc. Dept.
Eng.

“ Fort William, 29th July 1791.

“ At a Council; Present,
The Honble. Charles Stuart,
Peter Speke, } Elquies.
William Cowper, }

Earl Cornwallis, K. G. Governor General and Commander in Chief, absent on the Public Service.

“ N^o 1.

“ To the Honble. Charles Stuart, and to the Gentlemen of the Supreme Council at Fort William.

“ Gentlemen,

“ Our Letter to you of the 17th Ultimo, which was transmitted in Duplicate, will have informed you, that we had great Hope of being able to procure the full Number of Bullocks required by Lord Cornwallis for the ensuing Campaign, and that the Whole, provided the Country were undisturbed, would be collected in the Neighbourhood of Amboor, on or before the 15th Day of August next. We have now the Pleasure to inform you, that we have no Doubt whatever of being able to supply the Wants of the Army in Draft and Carriage Bullocks; and we therefore submit to you, whether it would not be proper to relieve the Company from the very great Expence of sending Cattle from Bengal. (a)

(Signed at the End of the Letter)

“ Fort St. George,
9th July 1791.

“ Cha^s Oakely,
W^m Petree,
J. Huddleston.

(And at the End of the Consultation)

“ Charles Stuart,
Peter Speke,
William Cowper.”

Read also, further Extract from the same Consultation, beginning at Page 452 of the same Book.

“ N^o 9.

“ The Right Honourable Earl Cornwallis, K. G. Governor General, &c. &c. &c.

M. D. p.

“ My Lord,

“ We shall hold out every Encouragement to Bullock Drivers and Dooley Bearers, and extend our Offers through all the Circars; but the Distress which these Classes of People are supposed to have lately experienced in Camp, may operate in some Degree against us. If any Means could be taken to remove their Apprehensions on this Head, it might have good Effect; but we know not how far it may be practicable to furnish them with Provisions from the Public Stores. (b)

(Signed at the End of the Letter)

“ Charles Stuart,
Peter Speke,
William Cowper.”

(a) Vide supra Appendix, N^o CCCXCIX.

(b) Vide Appendix, ibid.

To shew the Extravagance of the Contract in regard to the Article of Feeding,
Read, from Book 731, the following Extract of a Consultation of the 24th August
1785, beginning at Page 84 of the same Book.

“ Fort William, 24th August 1785.

“ At a Council; Present,

The Honble. John Macpherson, Esquire, Governor General, President;
Lieutenant General Sloper, Commander in Chief;
John Stables, Esquire,
The Honble. Charles Stuart.

Secy. of
War,
Wednesday.

“ To the Honourable John Macpherson, Esquire, Governor General, and Council, Fort William.

“ Honourable Sir, and Sirs,

“ Having Reason to apprehend the Honourable Court of Directors may remark, with Surprise, that the Expence of feeding the Army Cattle from March 1784 to April 1785, under the present Agency, appears to be at a Rate nearly as high as it was under the late Contract, comparing the different Scales of the Establishment, and on this Account suppose the Agency to be some Way defective in Economy, and requiring Alteration; I beg the Honourable Board will be pleased to advert to the enormous high Price of Grain during the Whole of the above Period, as it is truly represented to the Board by a Paper some Time ago delivered to them, being a Return of the Price of Grain at Cawnpore for the Year 1784; and I humbly beg the Honourable Board will be pleased to call upon the Military Paymaster General or Commissary General, to certify whether the high Rate of feeding the Army Cattle, during the said Period, has not been occasioned by the said high Price and Scarcity of Grain; and whether it is not impossible, under the Terms of the present Agency, that any additional or different Charges can be made in his Bills by the Agent, than what may arise from the Advance of the Price of Grain, which is certified by the Commanding Officers; and, lastly, whether the Rate of feeding the Army Cattle during the Month of April last, which begins the Second Year of the Agency, and is the latest Month for which the Returns have been procured, and the Bills made out, does not appear to be as low as Rs. 12 per Month each Bullock, at the Cantonment Allowance; and whether, if Grain should continue falling, the Expence will not of Necessity be still lower in the succeeding Months.

“ I am,

“ Honourable Sir, and Sirs,

“ Your most obedient

“ humble Servant,

“ Calcutta,
23th July 1785.

“ Chas. William Blunt
“ Army Agent. (a)

(Signed at the End of the Consultation)

“ John Macpherson,
R^d Sloper,
John Stables,
Chas Stuart.”

The Managers for the Commons stated, They should next proceed to the Agency of Sir Charles Blount.

To shew that Colonel Sloper, the then Commander in Chief, gave his Opinion in Favour of a Contract rather than an Agency, and that Advertisements for a Contract were directed by the Board to be issued accordingly,

Read, further Extract from the same Consultation, beginning at Page 104 of the same Book.

“ Commander in Chief,

“ After having diligently sought the best Information on the Subject, and having attentively weighed all that I have obtained, I am of Opinion, That, having a Regard to the Good of the Service, the Bullock Department may be better executed by Contract than by Agency; and I the more freely recommend to the Board to return to the Mode formerly in use, from the Consideration that such a Measure will correspond with the Intentions of the Court of Directors.

This Judgement of the Preference due to the Contract Mode being adopted, it will remain to settle the Terms; on which Occasion, equal Respect must be had to the liberal and unlimited Performance of a Branch of the Service of the greatest Importance in a Military View, and to an economical Settlement, as affecting the Resources or Funds of the Company. On these Grounds,

(a) Vide supra Appendix, N^o CCCXCVII.

it will doubtless be deemed proper that the Contract be an open one ; although at the same Time it be not understood to be intrusted to the lowest Bidder—The Reason for the Board's reserving to themselves a discretionary Power, in determining on the Eligibility of the several Proposals that may be tendered, is too obvious to need being stated.

R^o Sloper.

Agreed, That the Commander in Chief's Proposition be adopted ; and that an Advertisement be published in consequence of it, limiting the Time for receiving sealed Proposals to the 15th October next." (a)

The Managers for the Commons stated, That the Counsel for the Defendant having, in Page 2321, given in Evidence the Opinion of Military Officers on the Bullock Contract, they would proceed to shew the Care and Deliberation with which the existing Contract was made in 1791.

Read, from Book 725, the following Extract of a Consultation of the 10th June 1791, beginning at Page 146 of the same Book.

" Fort William, the 10th June 1791.

Milit. Dept.
Friday.

" At a Council; Present,
The Honourable Charles Stuart;
Peter Speke, and } Esquires.
W^m Cowper, }

Earl Cornwallis, K. G. Governor General and Commander in Chief absent on Public Service.

" N^o 5.

" Read a Letter from the Secretary to the Military Board.

" To Edward Hay Esq. Secretary to the Government.

Secretary to
the Military
Board,
6th June.

" Sir,

" I have the Honor to transmit you herewith, for the Approbation of the Governor General in Council, Extract Proceedings of the Military Board of this Date.

" I have the Honor to be, &c.

" Military Office,
6th June 1791.

(Signed)

T. Dashwood,
S. M. B.

" N^o 6.

" Extract Proceedings of the Military Board of the 6th June 1791.

" At a Military Board; Present,
" Colonel Alexander Mackenzie, Acting President ;
Colonel George Deare,
Colonel John Murray,
Lieutenant Colonel Mark Wood, } Members.
Lieutenant Colonel Peter Murray, }
Major Samuel Dyer, }

" The Right Honourable Charles Earl Cornwallis, K. G. Governor General and Commander in Chief, President, absent on Service.

" Read the following Papers returned from Circulation.

" A Letter from the Secretary to the Government, dated 29th April 1791, covering a Draft for an Advertisement inviting Proposals of Contract, to supply and feed Draught and Carriage Bullocks, and to victual European Troops.

" Read, also, the Proceedings of the Committee of the Military Board appointed to settle the Proportion of Draught and Carriage Cattle, Elephants, &c.

" For the Proceedings of the Committee, see Appendix, N^o IV.

Military Ad-
jutant Gene-
ral.

" I have perused the Report of the Committee, which appears to be drawn up with Ability and Accuracy ; I perceive that 777 Bullocks more than are at present on the Establishment are necessary, as will be seen by the accompanying Comparative Abstract. For Abstract, see Appendix, N^o V. In the mean Time the Cattle on the Establishment can now be easily distributed in the Manner that may best suit the present Disposition of the Troops. As the present Engagement will expire at the Close of this Year, I take it for granted that an Advertisement will in due Time be published for a new Contract ; and as the Experience in the present War on the Coast may suggest useful Alterations and Improvements, I think we ought to request the Favor of the Right

Honourable the Commander in Chief to communicate to us, when convenient, his Opinion on the Subject, particularly whether Elephants are, in his Judgment, preferable to Bullocks, and ought to be substituted for the Carriage of the Stores of an Army, or of large Detachments; whether the Transportation of Ammunition and Stores in Waggons or Carts is preferable to the Carriage by Bullocks; and whether or not Horses ought to be introduced for the Draft of the Artillery.

(Signed at the End of the Minute)

“ J. Murray. (a)

(And at the End of the Consultation,)

“ Cha^s Stuart,
Peter Speke,
William Cowper.”

Read, a further Extract from the same Consultation.

“ [“ As I was absent when the Subject of a new Contract for Cattle, &c. was introduced and discussed at the Military Board, and having only resumed my Seat when the collected Opinions of the other Members were to be read, I have very little to say upon this Subject, and shall only advert to a few Points which appear to me of great Weight. Senior Officer, Picnic Coy.

“ I would recommend that no Bullocks that have attained their Twelfth Year should ever be admitted into the Service, esteeming the Age from Five to Eight Years by much the most proper. I am of Opinion that 205lbs. Weight should be the fixed Load of a serviceable Bullock.

“ It has been very properly noticed, that great Inconvenience has often arisen from the Practice of joining the Contracts for furnishing Bullocks and for victualling the European Soldiery in One Person. These Contracts should be separate; whilst joined together there can be no proper Check; and either of them, to be well executed, will furnish Employment enough for One Man; besides I have too frequently witnessed the Disorders which have been excited among the European Soldiery in consequence of bad Meat being offered. Such Inconveniences being very easy to remedy, by separating the Contract, I need not assign more Reasons in support of my Wish that they may never again be joined together.” 40

§ “ The Bullock Contractor should be obliged to erect Sheds at all the Stations, agreeable to a Plan given in by the Acting Quarter Master General, and not allowed to erect them on a Plan of his own; for the Sheds which I have seen were generally too confined; and nothing is more hurtful to labouring Cattle allotted to any Work, than being crowded and penned up in too small a Space.

“ On the Article of Feeding, I would recommend a good Allowance to the Contractor: By granting him liberal Terms, I conceive he will perform his Duty conscientiously; whereas if the Contractors are continually dealt with on the hardest Terms, they will exert themselves at the Publick Expence to secure their Profit; for some Profit they must have, or who would enter into a Contract, neither to gain or lose by it? To have Cattle scarcely fit for Service defeats the Purpose of a Contract, and this has for some Years been the Case: We cannot expect to have them in good Condition without making a suitable Allowance for it; and I certainly think it the best Economy to grant the Contractor such Terms as would render him most justly odious, and meriting the severest Penalties, if he did not keep his Cattle in the best possible Condition.

(Signed)

A. Mackenzie.” (b) §

Read, a further Extract from the same Consultation, beginning at Page 234 of the same Book.

“ Proceedings of a Committee of the Military Board assembled for the Purpose of allotting the No. 4. Proportion of Draught and Carriage Cattle, and of Elephants and Camels, proper to be kept up for the Bengal Army, according to the Principles which regulated the late Committee in fixing the Proportions of Ordnance and Stores.

“ Colonel George Deare, Commandant of Artillery, President;
Lieut. Col. Wood, Chief Engineer,
Major Dyer, Acting Quarter Master General, } Members.

“ The Committee observing that several Changes have happened in the Disposition of the Troops, as well in the Strength of the Corps of this Army since the Period when the late Committee of Stores fixed the Proportions, would, of course, have thought it necessary to have considered those Alterations in the fixing and allotting the Draught and Carriage Cattle to the different Stations; but judging that those Alterations are merely temporary Arrangements in consequence of the present

(a) Vide supra Appendix, N^o CCCXCVI.

(b) Vide Appendix, ibid.

War, and seeing the Necessity of conforming to some permanent System, they have in consequence been induced to adopt the same Strength of Corps and Stations for the Troops as were followed by the Committee of Stores.

" Beginning with the Frontier Station of Futtý Ghur, the Committee are of Opinion, that as there is no Port in the Neighbourhood in which any Part of the Magazine or Stores could be lodged in Security, the Troops at this Station should therefore be furnished with an ample Proportion of Draught and Carriage Cattle, Elephants and Camels, so as to enable this Army to move fully equipped for active Service and without being incumbered.

" The Field Train at Futtý Ghur consists of 2 Twelve and 12 Six Pounders, 32 Ammunition Tumbrils, 2 Artificers Carts, 1 spare 12, and 3 spare 6 Pounders Carriages and Limbers, and 6 spare Tumbrils.

" This Train will require of Draught Cattle	—	—	—	—	—	378
" Spare Cattle	—	—	—	—	—	63
" Total	—	—	—	—	—	441

" Battering Train.

" Consisting of 2 Iron Eighteen Pounders and One spare Carriage with Limbers, 17 Tumbrils of the old Construction, (each of which requires 10 Bullocks to carry 2,000 Shot,) and 2 Tumbrils of the new Construction to carry 300 Shells of 4 $\frac{1}{2}$, will require of Draught Cattle

" Spare D ^o $\frac{1}{2}$	—	—	—	—	—	236
						40

" Total	—	—	—	—	—	276
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" Total of Draught Cattle required at Futtý Ghur for Field and Battering Train	—	—	—	—	—	717
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" Futtý Ghur Carriage Cattle

" Musket, Carbine, and Pistol Cartridges

" Total	—	—	—	—	285,150
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" Deduct 40 Round per Man to be carried in Pouches

" Balance to be carried on Bullocks

" Allowing 1,600 Rounds for each Bullock

" 134 Barrels of Powder

" 194,000 Musket and Carbine Balls

" For Sundry Magazine Stores

" Allow a Sixth of Spare Cattle.

" Total Carriage	—	—	—	—	—	425
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" The Committee think proper to observe, that in the Allotment of Carriage for the loose Powder, they are aware that 2 Barrels of Powder, each Barrel containing 100 C^t, is by far too great a Weight for most Bullocks; but as it has been usual to carry the Powder in this Manner, and it is at present filled in Barrels of this Size, they do not consider it necessary to make any immediate Alteration till such Time as it is determined how far it may be eligible, either to change the present Packages or to introduce the Use of Powder Carts."

" Cawnpore.

" The same Reasons which induced the Committee to fix for the Station of Futtý Ghur an ample Equipment of Draught and Carriage Cattle, operate equally with them in the Consideration of those necessary for Cawnpore.

" There is no Battering Train allotted for this Station; but which, when wanted, is to be furnished either from Chunar Ghur or Futtý Ghur, as Circumstances may admit.

" The Field Train consists of 4 Twelve and 14 Six Pounders, with One spare Twelve and Four spare Six Pounder Carriage with Limbers, Two Howitzers of 4 $\frac{1}{2}$, with One spare Carriage, 56 Ammunition Tumbrils, and Three Artificers Carts, will require of Draught Cattle

" Allow a Sixth of spare Cattle

" Total	—	—	—	—	—	632
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" Carriage Cattle.

" Musket, Carbine, and Pistol Cartridges

" Deduct 40 Rounds per Man for 4,500 Men

" Remains to be carried on Bullocks

6

" Ball

(2818)

" Ball Cartridges at the Rate of 1,600 for each Bullock	—	—	—	—	—	94
" 150 Barrels of Powder of 100 lb. each	—	—	—	—	—	78
" 224,305 Musket Balls	—	—	—	—	—	88
" Allow for the Carriage of Magazine Stores	—	—	—	—	—	80
" Allow a Sixth spare Bullocks	—	—	—	—	—	440
	—	—	—	—	—	74
" Total	—	—	—	—	—	514
" Total of Carriage Cattle	—	—	—	—	—	514

" Chunar Ghur.

" The Field Train at Chunar is equal to that at both the Stations of Futty Ghur and Cawn-pore, agreeably to which it would require for the Movement of it 1073 Draught and Carriage Cattle.

" In the Allotment of so large a Train for this Station, it being evident that the Committee of Stores had only in View the providing for the accidental Demands which might occur from the Frontier Stations; the Committee do not therefore consider it necessary to make any Provision of Cattle for this Field Train, further than what can be spared from those which will be allotted for a Brigade of Battering Guns, and which are deemed adequate at the same Time to provide for the Service of such Part of this Field Train as are likely to be occasionally detached with the Sepoy Corps from the Station of Chunar.

" Chunar having been considered by the Committee of Stores as the proper Station for keeping up a Field Battering Train, which may on particular Occasions be wanted on the Frontier Station; the Committee have therefore judged it proper to recommend that there be allotted to this Station a sufficient Number of Draught Cattle to move a Brigade of Eighteen Pounders Battering Guns, together with the necessary Tumbrils and spare Carriages.

" The Number of Cattle necessary for this Service is the same with that which has been allotted for the Brigade of Battering Guns at Futty Ghur, that is to say, Draught Cattle, 272.

" The Number of Cattle will not only provide for the occasional Movement of a Battering Train, but for all the other Services of the Field Artillery at this Station.

" Carriage Cattle.

" The Committee judging that a Provision of Carriage Cattle for One Half of the Number of Corps attached to this Station, that is, for Three Battalions of Sepoys, will be equal to the Service required, have therefore recommended that it be settled on that Principle.

" Carriage for 60 Rounds of Ammunition for a single Battalion, at the Rate of 1,600 Rounds each Bullock, and including spare Cattle, will require 27 Bullocks. Total for Three Battalions, Carriage Cattle, 81.

" Dinapore,

" Having been considered by the Committee a Station for Two Companies of European Artillery, Two Battalions of European Infantry, and Six Battalions of Sepoys, the Committee therefore recommend that a sufficient Number of Draught Cattle be kept up, to move when required Four Brigades of Six Pounders, or a Brigade for every Two Corps. In these are meant to be included such Brigades of Guns as may be occasionally detached from this Station with Sepoy Corps.

" A Brigade of Six Pounders consists of 2 Guns with Limbers, 4 Ammunition Tumbrils, which, including spare Cattle, will require for each Brigade 42 Bullocks, and for Four Brigades, Total of Draught Cattle, 168.

" The Carriage for the Infantry Ammunition the Committee recommend being regulated on the same Principle with that for Chunar; which is, Carriage for 60 Rounds for Half of the Number of Corps, or for 4 Battalions, at 27 Bullocks for each Battalion, Total Carriage Cattle, 108.

" Mongheer.

" The Field Train to be kept at the Stations, being intended as a Provision against any Deficiency which there might be at Dinapore; the Committee therefore recommend, that a sufficient Number of Draught Cattle be kept there to move when required a Brigade of 12 Pounders, and which, when not wanted for this Purpose, may be occasionally employed in the Business of the Arsenal, or on any other Public Works.

" A Brigade of 12 Pounders consists of 2 Guns with Limbers, and Eight Ammunition Tumbrils; which, including spare Cattle, will require of Draught Cattle, 80.

" There being no Infantry, excepting Invalids at the Station, the Committee do not on that Account consider it necessary to allot any Carriage for Ammunition.

" Berhampore,

" Being of the same Strength with respect to the Number of Corps of Infantry as the Station of Dinapore, the Committee have therefore recommended that the Provision of Cattle, as well Draught as Carriage, be considered on the same Principle.

" Four Brigades of Six Pounders, consisting of Eight Guns and Sixteen Tumbrils, require Draught Cattle — — — — — 168

" Sixty Rounds of Ammunition for Four Battalions of Infantry — — — — — 108

" For

“ Fort William.

“ Being of the same Strength with respect to Corps as the Stations of Dinapore and Barampore, the Committee recommend that there also be kept up a sufficient Number of Draught and Carriage Cattle to move Four Brigades of Six Pounders, and to carry the spare Ammunition of 4th Battalion.

“ In this is meant to be included Draught Carriage Cattle for Battalions detached from the Presidency Station, and for the Artillery Practice, Four Brigades of Guns, Draught Cattle 160

“ For the Occasional Services of the Arsenal, Chief Engineer's and Quarter-master General's Departments — — — — — 60

“ Total of Draught and Carriage Cattle for the Presidency Station — — — — — 228

“ Carriage Cattle for Sixty Rounds for Four Battalions — — — — — 108

“ In the Allotment of Cattle for the different Services of the Army, the Committee think it proper to observe, that with a View towards publick Economy, they have, as far as it was possible, consistent with a proper Regard to the probable Exigencies of the Service, endeavoured to confine the Numbers nearly to that which Government by their present Engagements are obliged to support.

“ Impressed, however, as the Committee is with a Sense of the Advantage which must result to the Public Service, from having a Supply of strong and serviceable Cattle for the Use of the Army, and having lately witnessed the Difficulties which occurred in collecting a Number of Cattle of a proper Quality, fit for the Service of the Army on the Coast, they cannot omit to favour an Opportunity of calling the Circumstance to the Attention of Government in the strongest and most urgent Manner.

“ In some Parts of the Company's Provinces, the Breed of Cattle the Committee conceive to be equal, if not superior, to any which is to be found in any other Countries in India, and is still capable of being further improved; which, by Means of Encouragement and Premiums given to the Natives, they are of Opinion might be easily effected.

“ The Measures to be pursued towards attaining so very desirable an Object, will naturally suggest themselves to the Wisdom of Government; the Necessity of which, on our Parts, cannot be too strongly represented. The Numbers of Draught and Carriage Cattle which the Committee judge necessary to be kept up for the Bengal Army will therefore be as follows:

Stations.	Draught Cattle.	Carriage Cattle.
“ Futty Ghur — — — — —	717	425
“ Cawnpore — — — — —	632	514
“ Chunar Ghur — — — — —	272	81
“ Denapore — — — — —	168	108
“ Monghur — — — — —	80	—
“ Barampore — — — — —	168	108
“ Fort William — — — — —	228	108
“ Total	2,265	1,314

“ Camp Equipage.

“ For the Stations of Futty Ghur and Cawnpore the Estimate of the necessary Carriage is not formed on the present actual Strength of Corps at those Stations, but, as the Committee have already premised in a former Part of this Report, is calculated on the Strength and Number of the Corps belonging to the different Stations at the Time when the late Committee of Stores formed their Report.

“ As there may be Occasion to move the European Corps stationed at the Cantonments of Dinapore and Berhampore, from Attention to this Circumstance, the Committee have been induced to allot at the former of those Stations, Carriage equal to One European Battalion, and a Company of Artillery; and at Berampore for One European Battalion, together with the General Staff of a Brigade.

“ At Chunar, excepting for the Carriage of the Tents of the Six Battalions of Sepoys, it does not appear necessary to have any other; and for the Presidency, the Committee are of Opinion, that Carriage for a Company of European Artillery, and for the Sepoy Corps, will also be as much as is likely to be wanted.

“ ABSTRACT

Then Mr. WRIGHT was again called in, and examined, as follows:

Q. You were called upon by the Counsel for the Defendant (a) to state the Average Number of Bullocks employed from February 1781 to January 1782; explain that Account, and state how many of those were Beattie Bullocks, and Bullocks employed otherwise than as Draught and Carriage Bullocks for Military Purposes?

A. The Total Number of Beattie Bullocks employed in that Period was 1730.

Q. Whether they were all in Bengal, or on the Coast, and distinguish the Periods they were at each of those Places?

A. The Account I gave, included all the Bullocks found by the different Stations of the Army in or out of Bengal.

Q. Can you distinguish them?

A. The Number with the Detachments at Madras and Bombay was upon an Average 3078 a Month.

Then the Witness delivered in a Paper—The same was read, and is as follows:

“ Account of Beatty, and other Bullocks contained in the Number stated in printed Evidence, Page 2320, and of those employed with the Detachments at Madras and Bombay.

“ Until July 1781 they are said to be Draft and Carriage Bullocks.

“ In July there were 158 Beatties,

August	-	140
September		165
October		269
November		301
December		318
January 1782,		379

1730

Average - 247

“ The Account includes all the Bullocks employed at the different Stations of the Army, whether in or out of Bengal; the Numbers, with the Detachments at Madras and Bombay, were on the Average 3878 per Month in the Time.

“ East India House,

6 May 1794.

Errors excepted.

“ W. Wright,
Auditor of Indian Accounts.”

The Witness was directed to withdraw.

The Managers for the Commons stated, They should next proceed to the Subject of Mr. Auriol's Agency; and first, To explain a Circumstance given in Evidence by the Counsel for the Defendant, viz. that 15 per Cent. was not a higher Rate of Commission than had been given in other Cases: For which Purpose they would read a Letter from Mr. Murray to the Board of Inspection, dated August 26th 1776.

Read, from Book 745, the following Extract of a Consultation of the 31st October 1776, beginning at Page 242 of the same Book.

“ At a Board of Inspection; Present,

The Honble. Warren Hastings Esquire, Governor General, President;

and

Philip Francis, Esquire.

Lieutenant General Clavering and Mr. Barwell indisposed.

“ Read the following Letter from the Secretary of the Board of Ordnance:

“ To the Honble. the Governor General, &c. Board of Inspection.

“ Gentlemen,

“ 3d, That the Iron Work complete, and the Timber in rough, be deposited in Store; and when Carriages are wanted, that they be finished under the Directions of the Commissary of Stores (who,

independently of the superior Experience of the present Commissary, must be supposed from the Nature of his Office to be the fittest Person for such a Trust); § " and that he, or the Person to whomsoever the Superintendency of the Work may be committed, be allowed a Commission of 15 l. per Cent. on the full Cost of the Carriage, made up under his Direction."

" 4th, It is believed that it would be cheaper for the Company to be also furnished with Sleepers and Planks for Gun Platforms of all Dimensions, as mentioned in Article 1st.

" I have the Honour to be, with great Respect,
Gentlemen,

Your most obedient, humble Servant
(Signed) " John Murray,

Secy B^d Ordnance. (4)

" Ordnance Office,
26th August 1776.

(Signed at the End of the Consultation)

" Warren Hastings,
Richard Barwell,
Philip Francis."

To shew that Mr. Auriol confessed his Commission was ample, notwithstanding all his Drawbacks,

Read, also, from Book 428, the following Extract of a Consultation of the 22d October 1781 : (Book not paged.)

" Fort William, 22d October 1781.

" At a Council; Present,
Edward Wheler, }
and } Esquires.
John Macpherson,

The Honourable the Governor General absent on a Visit to the Northern Provinces.
Lieutenant General Sir Eyre Coote absent on Service at Fort St. George.

" Read the following Letter and Inclosure from Mr. Auriol.

" The Honourable the Governor General and Council, Fort William.

" Gentlemen,

" Impelled by a Desire to alleviate any Misrepresentations home to my Disadvantage, and to prove myself worthy of the Countenance and Support of my Employers, in whose Service I have worked with incessant Assiduity and approved Diligence, during the Space of near Twelve Years, having been all that Time in the laborious Office of the Secretary, in which, by an uncommon Application to the Duties of my progressive Stations through it, I have lost my Health, and greatly impaired my Constitution; I hope I shall stand excused for intruding upon you with this Address.

" Whilst I was at Fort St. George, a short Time ago, I was informed that some Persons, mortified at their own declining Prospects, and jealous of the more promising Aspects of others, had thrown out invidious Remarks upon the Extent of my Agency for the Supply of that Presidency with Provisions, &c. in its present Distress, and on the Amount of the Commission which had been granted to me by the Board for this Service. At first I paid little Attention to such a Report; conceiving it to proceed merely from Envy, the natural Consequence of Disappointment, which would soon die away and be forgotten; but the unhappy Reverse of Fortune at Madras has been so severely experienced by all Ranks of People there, and the only Source of present Relief (viewed by many with Jealousy and Desire) being constantly before their Eyes, it is not surprising that the Remarks at first propagated should spread and become more general; I understand even that they have been pointedly taken Notice of and represented in private Letters to Europe."

From Mr.
Auriol.

Read, also, a further Extract from the same Consultation, and the same Letter.

" I might make a Merit of having been constantly in Advance for the Company large Sums of Money, owing to the Delays of Payment at the Treasury, as I could never liquidate the Drafts assigned me till a long Time after they became due. At present, notwithstanding the Order you have given for granting the Demands for Supplies to Madras a Preference to all other Issues from the Treasury, except the Pay of the Army, I have received only 50,000 Rupees in Part of your Draft for 400,000, dated the 1st Instant; yet to avoid any present Delay in loading and sending away the Europe Ships which have been sent round to this Place for Grain, I have continued to raise Money on the Credit of having the above Draft in my Possession, though with great Difficulty

the Amount of the Balance already owing to me being so considerable that my own Credit, as well as that of my Agents, have been strained to the utmost Pitch to advance it. The pressing Exigency of the Service made it continually necessary for me to raise Money by every Means in my Power, to prevent the Detention of Vessels on Demurrage, and to save the Seasons for dispatching them to Madras, which might have been missed, and additional Charges incurred, had I waited the tardy Payment of my Orders on the Treasury. I have been obliged to pay a Premium of 10 per Cent. per Annum on all the Sums which I borrowed, and my Claim on the Company for the same, which is but equitable, would be very considerable; but on the Idea that the Amount of my Commission, even with this Drawback, is still ample, and the Company's Finances too low at present to make this a proper Crisis for preferring Demands upon them, I have declined troubling you on that Head; and I beg Leave to assure you, that I shall always be ready to do my utmost for the Promotion of the Public Good, both by contributing all my Means and Abilities, as far as they may go, towards that desirable End.

"Many are the Advantages which accrue to the Company from the Employment of an Agent; the extensive Dealings which he is obliged to have, give him the First Choice of all the Articles brought to Market, and he not only commands a Preference, but is generally able to purchase Grain from 8 to 10 per Cent. cheaper than private Merchants; he has the same Advantage in engaging Freight, as he has generally the First Offers, and the Rate agreed to by him is usually regarded in forming the Standard to be paid by Individuals; who, however, are seldom able to obtain it on Terms equally low, yet they find their Account in giving what they do; and the Amount of this Article is generally regulated by the certain Profit which the Merchants or Owners of Vessels, except on the Disposal of their Cargoes, with a Deduction for the Risque of the Seas, or Insurance. While I was at Madras, the Government there were under the Necessity of purchasing Rice at about 8 Rupees per Bag, for which they drew Bills upon Bengal, on a disadvantageous Exchange; and the Rice furnished them by Means of the Agent at the same Time stood the Company only in 6 Rupees per Bag, or thereabouts; but being obliged to issue Rice instead of Money for the Pay of the Sepoys, at a fixed Valuation, calculated on the Proportion which their established Allowances bear to the common Price of that Article, this Difference is to be accounted for, yet they will always be compelled to follow the same Mode of fulfilling their Engagements with the Native Troops, unless this Government is able to furnish them with ample Supplies, and private Merchants will consequently benefit by their Necessities.

"I shall quit this Subject with remarking, that Government derives a further Advantage, by sending Grain to Madras in lieu of Money; as the former not only makes good the Charges of Transportation, but produces a Remittance, which, if it yields no Profit, at least is seldom subject to Loss, and comes into immediate Use; whereas the sending of Bullion deprives this Country of so much of its Current Specie, is subject to the Charge of Freight, to Loss on Coinage, and the Process of this Operation requiring some Months on a large Sum, it is all that Time before it comes into Circulation.

"However, as the Price of Freight to Madras is now become very exorbitant, and the Amount of Commission upon that Article consequently increased, I desire not to burthen the Public with additional Expence on that Account, or to derive any Advantage from their Necessities which the most scrupulous might justly find Fault with; I am therefore willing to submit my Agency to any Regulation which the Board may think reasonable and proper to make in this Respect; observing only, that great Part of my Advances for the Company arise upon the Article of Freight, as the Chiefs of Juheram, and other Settlements on the Coast, have made large Drafts upon me for Money advanced on account of Country Vessels engaged by them to convey Cargoes of Rice from Calcutta to Fort St. George, at the proper Season. (a)

"I have the Honour, &c.

"Calcutta,
15th October 1781.

(Signed) P. Auriol."

Read, also, from Book 744, the following Extract of a Consultation of the 1st of April 1783, beginning at Page 409 of the same Book.

"Fort William, the 1st April 1783.

"At a Council; Present,
The Honble. Warren Hastings Governor General, President;
Edward Wheeler,
John Macpherson, } Esquires.
John Stables,

"Received the following Letter from the Agent for Supplies.

"Gentlemen,

"I acknowledge that the original Commission was high, and the unexpected Amount of the Supplies on which it was drawn made it an Object of Importance; but this did not escape the At-

(a) Vide Appendix, N° CCCCVIII.

tention of your Honourable Board, since you considered and thought fit to reduce it; and the Reduction accordingly took place upwards of Twelve Months before the Arrival of the Commands from the Honourable Court of Directors now transmitted to me.

Consultation
25th March
1783, from
31st Decem-
ber 1781.

" In my Letter of the 24th Ultimo, I meant not to suggest an Opposition to the Orders of the Honourable the Court of Directors for conducting the Business by Contract, but only to offer my Services voluntarily and gratuitously, with the Benefit of the Experience I had acquired, for the public Welfare, at a Time it seemed most to require them, and by that Means to extinguish any Impression or Idea that my Advantages had exceeded my Deserts. It is painful to plead my own Pretensions, but I have seen many Persons, since my Residence in India, with less official Trust, less arduous Attention to their Duty, and lower standing in the Service, than myself, derive greater Fortunes from their Stations in it than the utmost which I can say I am possessed of. I should never have thought of murmuring at this in the common Chance of Things, but it makes my Situation the more unlucky, in being singular for Disapprobation, or an Idea of uncommon Favour.

" I have the Honour to be, &c.

" Fort William,
the 24th March 1783.

(Signed) " J. P. Auriol." (a)

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler,
John Macpherson,
John Stables."

The Managers for the Commons stated, They would next refer to the Parol Evidence of Mr. Auriol, in Page 2313 of the printed Minutes; and next they would shew, That after the Reduction of the Commission, so confessed as aforesaid by Mr. Auriol to have been high, he charged separate Commissions for his inferior Agents: For which Purpose they would refer to Part of a Letter of Mr. Auriol's of the 24th March 1783, in the printed Minutes, Page 2303.

To shew the Increase of the Average Price in consequence of Mr. Auriol's original Commission, as well as the unnecessary Expenditure in Freight on which Mr. Auriol drew an Allowance,

Read, from Book 743, the following Letter from Mr. Larkins to the Governor General and Council, dated 31st March 1783. (Book not paged.)

" Read the following Letter from the Accountant General :

" Honourable Sir, and Sirs,

" In obedience to your Orders of the 6th and 20th Instant, I have now the Honour to report to you that the following are the Average Rates ' at which all the Supplies of Rice furnished by ' the Agent have stood the Company, not including those Ships on which no Freight has been ' paid,' and the Rice shipped on the late Mr. Touchet's Vessels, or on Ships on which other Articles have also been laden, which, for the Reasons assigned in my Letter to the Board of the 15th Instant, I have excluded from this Account.

Account.
General.
31st March.

	Quantity shipped.	Cost in		Average Price, per M ^d .			
		C ^t Rup ^s	A. P.	C. R ^s	A. P.	Dec ^t	Parts.
From 18th December 1780 to the 1st May 1781	81,702	3,07,992	9 2	3 12	3 7	824	
From 30th April 1781 to the 1st January 1782	51,898	2,33,683	13 6	4 8	—	528	
From 31st December 1781 to the 1st May 1782	64,538	2,65,571	12 6	4 1	10 0	608	
From 30th April 1782 to the 13th January 1783	3,64,244	14,09,493	7 4	3 13	10 97	088	
M ^d —	5,62,382	22,16,741	10 6	3 150	—	80,657	

" It may perhaps be necessary for me to state to the Board those Reasons which induced me to make the above Divisions of the Quantities shipped, and their Cost, for those particular Periods for which they are stated. In the First of these Periods the Freight was so much lower than it has

since been, that I thought myself bound to ascertain the Cost of the Rice shipped within that Period. In the Second of these the Freight became considerably higher than in the former.

" In the Third of these the Commission to the Agent being reduced from 15 to 5 per Cent. on the Charges of Shipping and Freight, a considerable Reduction took place in the Average Amount. In the last of these, the Board will observe, that although the Commission to the Agent continued as in the former Period, yet a considerable Reduction took place in the Cost of the Rice shipped, owing to there being a very large Portion, of the large Quantity shipped in that Period, laden in small Vessels, which sailing at a much less Expence than Ships or Vessels of greater Burden, could afford to take their Cargoes at a reduced Rate of Freight.

" Fort William,
Acc^t Gen^l's Office,
31st March 1782.

" I have the Honour to be, &c.
(Signed) " W. Larkin,
Acc^t General." (a)

Read, from Book 223, already delivered in, the following Extract of a Consultation of the 20th March 1783, beginning at Page 825 of the same Book.

Pub. Dept.
Thursday.

" Fort William, the 20th March 1783.
" At a Council; Present,
The Honble. Warren Hastings, Governor General, President;
Lieutenant General Sir Eyre Coote, absent on Service.
Edward Wheler, } Esquires.
John Macpherson, }
John Stables, }

" Read a Letter, as follows, from the Accomptant General.

Accomptant
General, 15th
March.

" Honble. Sir, and Sirs,
" As it would require much Time to ascertain the Average Rate by which all the Supplies of Rice, furnished by the Agent of Supplies to the other Presidencies, have stood the Company at this Place, not including those Ships on which no Freight has been paid, by reason of several of the Invoices containing Gram and other Articles, the Charges of lading which are blended together; so that on all such Invoices, to ascertain the exact Cost of the Rice it would be necessary to compute by the Rule of Proportion, the Charge of lading each particular Article contained in those Invoices; a Mode which is at best but vague, which could not be followed without much Loss of Time, and which might not produce any material Difference in an Average of the Whole; therefore beg Leave to suggest to the Honble. Board the Expediency of my confining this Account to those Invoices which contain merely Rice; and that it may likewise not be extended to what was laden on Mr. Touchet's Vessels, as that would prevent me from completing it, until it was ascertained what was further due to Mr. Touchet for the additional Freight of Eight Annas per Bag, agreed to be given to him for what was actually delivered by him at Madras. (b)

" Fort William,
Accomptant General's Office,
the 15th March 1783.

" I have, &c.
(Signed) " W^m Larkins,
Acc^t Gen^l."

(Signed at the End of the Consultation)

" Warren Hastings,
Edw^d Wheler,
John Macpherson,
John Stables."

Read, also, from Book 743, the following Letter from Lord Macartney to the Chairman and Deputy Chairman of the Court of Directors, dated October 31st, 1781. (Book not paged).

" Gentlemen,

Fort St. George, October 31st, 1781.

✍ [" Since closing our Packet, the Nymph Sloop of War arrived from Bengal, and brought me the annexed Letters, which I now forward to you. It is with great Pleasure that I congratulate you on this Change of our Affairs in that Country, and on the agreeable Prospect that now appears from thence.]

§ (" I am happy to do Justice to the Governor General and Council of Bengal, for their great Exertions in supplying us with Money and Provisions. To these Exertions I consider the Preservation of this Settlement to be in a great Measure owing.")

" I have the Honour to be, with great Respect,

" Gentlemen,

" To the Chairman and Deputy
Chairman of the Hon. East
India Company.

" Your most obedient, and
most faithful humble Servant,
Macartney." (c)

(a) Vide Appendix, N^o CCCCVI.

(b) Vide Appendix, N^o CCCCXXX.

(c) Vide Appendix, N^o CCCCVI.

To shew the Sentiments of the Court of Directors as to Agency, and accounting upon Honour, in order to rebut the Evidence given by the Counsel for the Defendant, that there were other Agencies besides not accounted for upon Vouchers,

Read, by Consent of the Counsel for the Defendant, from a printed Book, indorsed, "Papers relative to Benares Presents, Farruckabad Revenues, Contracts, Vol. VI," the following Extract of a Letter from the Court of Directors to the Governor General and Council at Bengal, dated 23d December 1778 :

" Par. 120. On Reference to your Proceedings, we find, that when you came to this Determination, Proposals were before you to perform the Service in question for 27,251 Rupees per Annum less than the Offers made by Lieutenant Colonel Parker. Mr. Francis and General Clavering thought you were bound to accept the lowest Proposal, with good Security for Performance; but Mr. Barwell being of Opinion, that, if Lieutenant Colonel Parker would deliver in Bills upon Honour, a Commission of 15 per Cent, should be allowed him thereon for his Trouble; and the Governor General concurring in Mr Barwell's Proposition, it of course became a Resolution of the Board; and in consequence of this Resolution, General Clavering justly observes, ' That every good Effect, which the Court of Directors expected from advertising for Contracts, seem entirely defeated.'

" 121. Instead of Lieutenant Colonel Parker's Offers being the lowest, they were the highest. He could not on those Terms obtain the Contract; you therefore determine to reject all Proposals, and to grant him 15 per Cent. upon his Disbursements, without requiring any other Check or Voucher for the same than his own Honour.

" 122. When Lieutenant Colonel Parker proposed to superintend the Repairs by Agency, he requested 25 per Cent. for his Trouble, or such less Sum as should be settled by the Board, by whose Determination he declares he will implicitly abide: But the Board having agreed to allow only 15 per Cent. he then declines the Proposal; says, he is unable, without personal Inspection into the Charges and Conduct of his Agents, to pledge his Honour for the Amount of the real Expence incurred, and informs you that his principal Reason for soliciting the Continuance of the Contract was, because he had a considerable Quantity of Stores on Hand; and that as Mr. Vanderheyden had offered to take them off his Hands, provided he might enjoy the Terms offered to Colonel Parker, he hoped you would indulge him with Liberty to relinquish the Trust in Favour of that Gentleman, which would enable Colonel Parker to attend to the more indispensable Duties of his Military Station; whereupon you immediately resolve on the Measure, and require Mr. Vanderheyden to accept the Offer.

" 123. As the Case now stands, the Honour of Mr. Vanderheyden is to be taken for the Justness of his Bills; and it is evidently become his Interest to expend as much Money as possible on the Cantonments, because he draws a Commission of 15 per Cent. on his Disbursements. We do not mean to arraign the Integrity of the present Agent, but we shall ever disallow all Modes of conducting publick Business on Principles which make the Honour of the Agent the Criterion of the Amount of his Disbursements, and render his Interest incompatible with Frugality, and consequently with the Welfare of the Company.

" 124. We therefore direct, That the Agency of Mr. Vanderheyden, on the Principles above-mentioned, be forthwith discontinued, and that you again advertise for Proposals to keep the Cantonments in Repair by Contract, with good Security for Performance, unless you shall be convinced it may be better performed, and at less Expence, by Agency; and in such Case, the Agent's Emoluments must arise from Savings made in conducting the Business committed to his Care, and on no Account be calculated upon the Amount of his Expenditures." (a)

The Managers for the Commons stated, That they had here closed their Evidence in Reply upon the Article of Contracts.—That they would next proceed to the Subject of the Defendant's Circumstances; and, to rebut the Evidence produced by him to that Point, they would read a Letter from the Defendant to the Court of Directors, dated 11th of November 1773, to shew, that, in his own Opinion, a very few Years Possession of the Government would enable him to retire with an ample Fortune.

The same, by Consent of the Counsel for the Defendant, was read from a Book, intituled, " Fifth Report from the Committee of Secrecy appointed to enquire into the Causes of the War in the Carnatic, and of the Condition of the British Possessions in those Parts," as follows :

" Appendix, N^o 5.

" Copy of a Letter from Warren Hastings, Esquire, Governor of Bengal, to the Court of Directors of the East India Company, dated 11th November 1773.

" To the Honble. the Court of Directors for the Affairs of the Honourable United Company of Merchants of England trading to the Indies.

" Honourable Sirs,

" Fort William, 11th November 1773.

" I. I have been duly honoured with your Letter of the 16th April by the Harcourt, and Duplicate of the same by the Egmont.

" 2. I am at a Loss for Words to convey the Sense which I entertain of the honourable Terms in which you have been pleased to express your Approbation of my Services. While my Gratitude is excited by these Instances of your Kindness, I feel my Zeal encouraged by the Assurances which you have been pleased to afford me of your continued Protection ; my best Expression of Thanks for both must be made by my future Conduct, which (if I know my own Heart) will never be drawn by any Bias, however powerful, from the Pursuits of your Interests ; nor do I wish or aspire to any Reward superior to your Applause.

" 3. While I indulge the Pleasure which I receive from the past Successes of my Endeavours, I own I cannot refrain from looking back with a Mixture of Anxiety on the Omissions by which I am sensible I may since have hazarded the Diminution of your Esteem. All my Letters, addressed to your Honourable Court, and to the Secret Committee, repeat the strongest Promises of prosecuting the Enquiries into the Conduct of your Servants, which you had been pleased to commit particularly to my Charge. You will readily perceive that I must have been sincere in those Declarations, since it would have argued great Indiscretion to have made them, had I foreseen my Inability to perform them. I find myself now under the disagreeable Necessity of avowing that Inability ; at the same Time I will boldly take upon me to affirm, that, on whomsoever you might have delegated that Charge, and by whatever Powers it might have been accompanied, it would have been sufficient to occupy the entire Attention of those who were entrusted with it, and even with all the Aids of Leisure and Authority, would have proved ineffectual. I dare appeal to the public Records, to the Testimony of those who have Opportunities of knowing me, and even to the Detail which the public Voice can report of the past Acts of this Government, that my Time has been neither idly nor uselessly employed ; yet such are the Cares and Embarrassments of this various State, that although much may be done, much more, even in Matters of Moment, must necessarily remain neglected. To select from the miscellaneous Heap, which each Day's Exigencies present to our Choice, those Points on which the general Welfare of your Affairs most essentially depends, to provide Expedients for future Advantages, and guard against probable Evils, are all that your Administration can faithfully promise to perform for your Service, with their united Labours, most diligently exerted. They cannot look back without sacrificing the Objects of their immediate Duty, which are those of your Interests to endless Researches, which can produce no real Good, and may expose your Affairs to all the ruinous Consequences of personal Malevolence both here and at Home.

" 4. May I be permitted, in all Deference and Submission to your Commands, to offer it as my Opinion, that whatever may have been the Conduct of Individuals, or even of the collective Members of your former Administrations, the Blame is not so much imputable to them, as to the Want of a Principle of Government adequate to its Substance, and a coercive Power to enforce it. The Extent of Bengal, and its possible Resources, are equal to those of most States in Europe. Its Difficulties are greater than those of any, because it wants both an established Form and Powers of Government, deriving its actual Support from the unremitted Labour and personal Exertion of Individuals in Power, instead of the vital Influence which flows through the Channels of a regular Constitution, and imperceptibly animates every Part of it. Our Constitution is no where to be traced but in ancient Charters, which were framed for the Jurisdiction of your trading Settlements, the Sales of your Exports, and the Provision of your Annual Investment. I need not observe how incompetent these must prove for the Government of a great Kingdom, and for the Preservation of its Riches from private Violence and Embezzlement.

" 5. Among your Servants, who for a Course of Years have been left at large in the Possession of so tempting a Deposit, it is not to be wondered at, that many have applied it to the Advancement of their own Fortunes ; or, that those who were possessed of Abilities to introduce a System of better Order should have been drawn along by the general Current :—Since few Men are endowed with so large a Share of public Virtue as to sacrifice their Interests, Peace, and social Feelings, to it, and to begin the Work of Reformation on themselves.

" 6. I should not have presumed to expatiate on a Subject of this Nature, although my own Justification has made it in some Measure necessary, but, that your late Advices have given Hopes that we shall speedily be furnished with your Instructions for establishing a System of Law and Policy, which we hitherto want. Whenever this Work shall be accomplished on a Foundation of Consistency and Permanency, I will venture to foretell, from the Knowledge which I have of the general Habits and Manners of your Servants, that you will hear as few Instances of Licentiousness among them as among the Members of any Community in the British Empire. As this, whenever attempted, must necessarily be a Work of Time, I intreat your Permission to submit to your Consideration such Defects in your present System as my Experience has suggested to me, and I hope my Intention will be judged with Candour, although my own Ambition may be gratified by the Regulations which I wish to recommend.

" 7. I shall offer but Two Points to your Notice ; One is, the rapid Succession of your Governors ; the other, the undefined Powers of the respective Members of your Administration :—Both are productive of the same ill Effects ; a Want of Vigour and Consistency in public Measures, and a general Diffidence and the consequent Spirit of Intrigue in those whose Interests of Services are by any Mode of Relation connected with our Government.

" 8. These

" 8. These well-known Infirmities in our Constitution were frequently alluded to by the Vizier in the late Conferences which I had with him at Benares. He lamented the perpetual Hazard to which he was exposed, of losing the English Friendship by the continual Changes of their Chiefs, who were no sooner known to him, and a Confidence established with them, than they were recalled, and others substituted in their Stead; whose Tempers he was to study, and whose Affections he was to conciliate anew, and then to lose them as he had lost their Predecessors, and have the same fruitless Labour to repeat for ever. He once asked me in plain Terms, what Assurances I could give him that new Conditions would not be required of him; or, that those for which I should have pledged the Faith of the Company, should not be eluded by a new Act of Government, if Six Members of the Council should at any Time propose an Infraction of the Treaty, and Four only joined me in opposing it?

" 9. The Powers of the Governor, although supposed to be great, are in Reality little more than those of any Individual in his Council. Their Compliance, his own Abilities, or a superior Share of Attention, and the Opinion that he possesses extraordinary Powers, may give him the Effect of them, and an Ascendant over his Associates in the Administration; but a Moment's Consideration is sufficient to discover the Nakedness of his Authority, and to level him with the Rest: Happily I find myself sufficiently secured against such Effects. The Notice with which you have distinguished my Services, the Injunctions which you have laid on the other Members of the Board to afford me their Support, and the Degree of Responsibility which you have been pleased to attribute to my particular Conduct, have contributed to strengthen my Hands against any improper Opposition. At the same Time I must do the Gentlemen of the Board the Justice to declare that I have found in them so cordial a Disposition to co-operate with me in every Measure for the public Good, that I feel no Want of extraordinary Powers for myself; nor, under such favourable Circumstances, is it my Wish to possess them. I mention this Want only as a Defect in the Service, which is rendered still more important by the false Opinion that the principal Authority rests constitutionally in the Hands of the President, when, in Effect, it is merely accidental.

" 10. To draw the Line between him and the other Members of the Administration, and to define the Powers which may be entrusted to his Charge, would not be an easy Task: In me it may be deemed assuming, yet I conceive it to be my Duty, because I am convinced that the future Prosperity, and even the Being of the Company and the national Interests in this great Kingdom, depend upon it. The distant and slow Interposition of the Supreme Power, which is lodged in your Hands, cannot apply the Remedies to the Disorders which may arise in your State. A Principle of Vigour, Activity, and Decision, must rest somewhere: In a Body of Men entrusted with it, its Efficacy is lost by being too much divided.

" 11. It is liable to still worse Consequences, the less the Number is of which the Body consists, because the Majority is easier formed. Fixed to a single Point only, it can command Confidence, and ensure Consistency. I am compelled to affirm, because I know not by what Arguments to prove what appears to me a self-evident Maxim.

" 12. On the other Hand, there is a Danger that such a Power may be abused, unless powerful Checks be provided to counteract the Misapplication of it. These I leave to your Wisdom to form, if the Modification of it which I shall propose shall be found inadequate to the Purpose. I will not take up more of your Attention on this Subject, but proceed to describe the Points of Distinction which appear to me necessary for ascertaining the respective Provinces of the Council, the Select Committee, and the President.

" 1st, The Select Committee shall have the Power of making Peace and War, and of determining all Measures respecting both, independent of the Council at large; but they shall enter into no Treaty of Alliance, whether Offensive or Defensive, for a longer Duration than Two Years, without a special Authority from the Honourable the Court of Directors. Every such Treaty shall be communicated to the Council at large, as soon as it conveniently may be, that their Opinion upon it may be transmitted with it to the Court of Directors.

" 2d, It shall nevertheless be allowable for the President to bring any Matter before the Council at large, although included within the foregoing Limitations, and the Decision of the Council thereon shall be valid and binding on the Select Committee; but no other Member of the Committee shall be allowed the same Privilege.

" 3d, The President shall have the Privilege of acting by his own separate Authority on such urgent and extraordinary Cases as shall in his Judgement require it, notwithstanding any Decision of the Council, or of the Committee, passed thereon.

" On every such Occasion the President shall record his Resolution to act in the Manner above specified, in virtue of the Power thus vested in him, and shall expressly declare that he charges himself with the whole Responsibility.

" 4th, All Civil Appointments within the Provinces shall be made by the Board at large; but the President shall be empowered of his own Authority to prevent any particular Appointment, and to recall any Person not being a Member of the Board from his Station, even without a Reason assigned. All Appointments beyond the Provinces, and all Military Appointments which are not in the regular Line of Promotion, shall be made by the President alone.

" 13. I shall forbear to comment on the above Propositions; if just and proper, their Utility will be self-apparent. One Clause only in the last Article may require some Explanation, namely,

the Power proposed for the Governor, of recalling any Person from his Station, without assigning a Reason for it. In the Charge of Oppression, although supported by the Cries of the People, and the most authentick Representations, it is yet impossible, in most Cases, to obtain legal Proofs of it; and unless the discretionary Power, which I have recommended, be somewhere lodged, the Assurance of Impunity from any formal Inquiry will baffle every Order of the Board, as, on the other Hand, the Fear of the Consequences will restrain every Man within the Bounds of his Duty, if he knows himself liable to suffer by the Effects of a single Controul.

" 14. I beg Leave to return to the First Subject herein offered to your Consideration, by declaring, That as I have no Wish in Life equal to that of being useful in the Sphere which has been allotted me, so it is my fixed Resolution to devote my Services to the Honourable Company so long as your Pleasure and my Health will allow me: And I offer it as my humble Opinion, that on whomsoever you shall think fit to bestow the Place which I now hold in your Service, it will be advisable to fix him in it for a long Period of Time. I have already mentioned the principal Evils which arise from the too frequent Change of your Governors; I will beg Leave to add another in which I shall need your Candour to obviate any Misconstructions of it to my own Prejudice.

" 15. The First Command of a State so extensive as that of Bengal, is not without Opportunities of private Emolument; and although the Allowance which your Bounty has liberally provided for your Servants, may be reasonably expected to fix the Bounds of their Desires, yet you will find it extremely difficult to restrain Men from profiting by other Means, who look upon their Appointment as the Measure of a Day, and who, from the Uncertainty of their Condition, see no Room for any Acquisition but of Wealth, since Reputation, and the Consequences which follow the successful Conduct of great Affairs, are only to be attained in a Course of Years: Under such Circumstances, however rigid your Orders may be, or however supported, I am afraid that in most Instances they will produce no other Fruits than either avowed Disobedience, or the worst Extreme of Falseness and Hypocrisy.

" These are not the Principles which should rule the Conduct of Men whom you have constituted the Guardians of your Property, and Checks on the Morals and Fidelity of others. The Care of Self-preservation will naturally suggest the Necessity of seizing the Opportunity of present Power, when the Duration of it is considered as limited to the usual Term of Three Years; and of applying it to the Provision of a future Independency; therefore every Renewal of this Term is liable to prove a reiterated Oppression.

" 16. It is perhaps owing to the Causes which I have described, and a Proof of the Existence that this Appointment has been, for some Years past, so eagerly solicited, and so easily resigned.

" There are yet other Inconveniencies attendant on this Habit, and perhaps an Investigation of them all would lead to endless Discoveries. Every Man whom your Choice has honoured with so distinguished a Trust, seeks to merit Approbation, and acquire an Eclat by Innovations, for which the wild Scene before him affords ample and justifiable Occasion. But Innovations of real Use require a Length of Time, and the unremitting Application of their original Principles to perfect them. Their immediate Effects are often hurtful, and their intended Benefits remote, or virtually diffused through such concealed Channels, that their Source is not easy to be traced. Of this Nature are the late Regulations in your Revenue Customs, and in the Commerce of the Country, which have been attended with an immediate Loss in the Collections, and in the Price of your Investment, and it will require a long and intricate Train of Reasoning to prove that the future Increase of Population, of National Wealth, of Revenue, and Trade, should such be the happy Effects of these Expedients, were really produced by them. But who that looks only for present Applause, or present Credit, would hazard both for remote Advantages, of which another might arrogate the Merit, and assume the Reward? Or who will labour with equal Perseverance in the Accomplishment of Measures projected by others, as of those of which he was himself the Contriver?

" 17. Although I disclaim the Consideration of my own Interest in these Speculations, and flatter myself that I proceed upon more liberal Grounds; yet I am proud to avow the Feelings of an honest Ambition that stimulates me to aspire at the Possession of my present Station for Years to come. Those who know my natural Turn of Mind, will not ascribe this to sordid Views. A very few Years Possession of the Government would undoubtedly enable me to retire with a Fortune amply fitted to the Measure of my Desires, were I to consult only my Ease; but, in my present Situation, I feel my Mind expand to something greater;—I have caught the Desire of Applause in publick Life. The important Transactions in which I have been engaged, and I wish to see them take complete Effect; the publick Approbation which you have been pleased to stamp on them; and the Estimation which that cannot fail to give me in the general Opinion of Mankind; lead me to almost deserving more; and I wish to dedicate all my Time, Health, and Labour, to a Service which has been so flattering in its Commencement.

" 18. Such are my Views; and such my Sentiments; I expose them without Reserve, because I am conscious that you will find nothing unworthy in them, whatever Opinion you may form of their Expediency.

" 19 I shall

"I shall wait your Determination with becoming Expectation, but without Anxiety; nor shall I ever less esteem the Favours I have already received, because others are withheld which it may be either not expedient, or impracticable to grant.

I have the Honour to be, with the greatest Respect,

Honourable Sirs,

your most obedient and most humble Servant,

" Warren Hastings."

The Managers for the Commons stated, That certain Certificates of the Inhabitants of the different Provinces in Bengal, in Favour of the Defendant's Character and Conduct during the Period of his Government, having been produced by the Counsel in his Defence, they should next proceed to prove what the Nature, Circumstances, and Situation, of the Inhabitants really were, to shew the Improbability of the above Certificates having been obtained bona fide from them: And First, in Answer to the Certificate of the Merchants, they would shew in what State the Defendant left the Trade of the Country.

Then the Witnesses produced a Book, intituled, ' Mr. Barlow's Report upon the Trade, Mint, and Customs of Benares, with an Appendix; also, Minute and Resolution of the Right Honourable the Governor General, in Council, thereon.'

Read, by Consent of the Counsel for the Defendant, the following Extract of a Consultation of the 26th December 1787, beginning at Page 5 of the same Book.

" In consequence of the new Arrangements in 1781, when the rich Goods of Bengal came to be taxed at the Rate of 5 per Cent. on the enhanced Valuation of the Benares Book of Rates, the Merchants found themselves charged with a Duty of upwards of 100 Rupees per Bullock Load, instead of 20 or 25, the Sum which they had formerly paid. This Increase of Duty was rendered more insupportable by a Variety of oppressive Exactions made by Superintendants of the Customs, some Account of which appears in the Correspondence between Mr. Playdill and Mr. Fowke, inserted in Appendix, N^o 6. The Exporters of Raw Silk and Silk Piece Goods were the principal Sufferers; and either discontinued their Trade in these Articles, or conveyed them, at great additional Risk and Expence, over the Southern Hills in Behar, by which the Exports and Returns were considerably diminished, and the Duties lost to the Rajah.

Mr. Markham, the late Resident at Benares, in consequence of the Representations of the Merchants, was induced to recommend a Reduction of the Duties on Raw Silk from 5 to 2 $\frac{1}{2}$ per Cent. in a Letter, dated 20th March 1782. The Honble. Board, convinced of the Propriety of the Measure, consented to the Reduction; and, at the Recommendation of Mr. Hastings, in his Letter of the 21st October 1784, extended it to the Silk Piece Goods of Bengal. The Principles on which this Remission was granted, I conceive to have been founded on the best commercial Policy, namely, that it is for the Interest of a State to encourage the Exportation of its Manufactures, even in a greater Degree than its raw or unwrought Commodities. From the Custom House Receipts, however, (Appendix N^o 1, Page 1st), your Lordship will perceive that the Duties on Silk Piece Goods have still been continued at 5 per Cent.; the Orders for the Reduction of the Duties in Raw Silk also have been equally disregarded, all Merchants, the Sunnaffes and Irakees excepted, still paying the original Duties of 5 per Cent. on the Benares Book of Rates; nor was the Reduction granted to the above Tribes, until Two Years after the Promulgation of the Orders of the Board; and even then not in consequence of those Orders, but because the Rajah's Naib, or Deputy, at last discovered that he suffered a great pecuniary Loss from persisting in the Disobedience of them.

" The principal Merchants who trade from Bengal to the Decan are called Sunnaffes, a religious Set remarkable for their Wealth, and for their Integrity in all commercial Transactions. Those who reside at Benares and in the Company's Dominions purchase the Goods in Bengal, and transport them to Mirzapore, where they sell or deliver them to Merchants of their own Sect, who resort annually for this Purpose from the Decan. Upon the Establishment of the Custom House in 1781, the Sunnaffes gave up their Trade in the Benares Country, declaring that the Duty of 5 per Cent. on the enhanced Prices of the Book of Rates absorbed almost the Whole of their Profits. In 1784, finding that they suffered great Loss and Inconvenience from transporting their Goods over the Hills, they petitioned the Rajah's Naib, or Deputy, Juggut deo Sing, for some Remission of the Duties. It was accordingly agreed that they should pay 2 $\frac{1}{2}$ per Cent. on Raw Silk, and 5 per Cent. on Piece Goods, calculated on the Price inserted in the Moorshedabad Rowanah, or Custom House Pass; and that the Duties on their Trade should be collected by a separate Darogah, or Superintendant. A Copy of the Petition of these Merchants, (and of the Irakees who shortly after obtained the same Privilege), and the Answer of the Naibs, Juggut deo Sing and Ajaib Sing, appear in Appendix, No. 7, 8; and in Appendix, No. 9, a Calculation of the Duties on a Bullock Load of Raw Silk and Piece Goods, as now paid by these Merchants,

chants, and in the Time of Chyte Sing. Previous to the presenting of the above Petition, they were charged 5 per Cent. on the Benares Price, which amounted to upwards of 100 Rupees per Bullock Load, exclusive of other Cesses, being near Five Times the Amount of what they paid before the Establishment of the Custom House in 1781. The salutary Effect of the Remission of 2½ per Cent. on Raw Silk, will appear, from the rapid Increase of the Trade of the Sunnassees in the following Years: During 8 Months of the First Year 1191, or 1783-4, their Exports and Imports amounted to 4,71,166 15 6, of which 1,75,784 was Raw Silk: In the Second Year, 1784-5, to 9,89,618 12 9, and the Raw Silk to 4,11,941 13: In the Third Year, 1785-6, they increased to 12,43,112 13 6, and the Raw Silk to 4,28,520 14: And during the 11 Months of the Current Year, 1786-7, the Total of their Exports and Imports amounts to 16,14,795 9 6, of which 7,58,152 4 6 is Raw Silk.

“ Upon my Arrival at Benares, I sent for the leading Men of this Fraternity, and upon enquiring, found, that, exclusive of the above Duties of 2½ and 5 per Cent. that their Trade was still burthened with many unauthorized and impolitic Exactions, the Subject of their Complaints to the late Governor General Mr. Hastings, in the Year 1784, but which have never been redressed, notwithstanding the Orders of Government for that Purpose.

“ The principal of these Exactions are the double Duties paid at Mirzapore. In order to explain this, it is necessary to observe, that the Merchants of the Decan and Bengal seldom go beyond Mirzapore. At this Place they meet, and, having disposed of their Merchandize, return to their respective Countries. By the 4th Article of the Regulations, Appendix No. 10, (of which all Officers of the Customs have a Copy), it is ordered, “ that Rowanahs granted at either of the Custom Houses of Gazeppore, Benares, or Mirzapore, shall serve to pass Goods from one Extremity of the Province to the other, either by Land or by Water, and that the Officers of the other Custom Houses, and at the Out-Stations, must endorse the Rowanahs, and dispatch the Goods, without demanding any other Duty or Fee whatever.” The Officers at Mirzapore, however, collect a Duty on each Bullock, agreeable to the reduced Rates of Chyte Sing’s Time, (Vide Appendix, No. 11), from the Merchants of the Decan, who bring the Goods to Mirzapore, and immediately after, the Custom House Duty of 5 per Cent. from the Merchants of Benares and Bengal, by whom they are purchased. In the same Manner the Raw Silk, Piece Goods, &c. exported from Bengal, first pay the Custom House Duty at Benares or Gazeppore, and when sold to the Merchants of the Decan, are again fixed with a Duty on each Bullock Load at Mirzapore and its subordinate Stations of the Hulleah Soon Gurrah, &c. (Appendix, No. 12), in express Contradiction to the obvious Meaning of the above Orders, which is thus construed to authorize the Exaction of Duties on the same Goods, both upon their Arrival and Dispatch.

“ The late Governor General Mr. Hastings, in his Letter to the Honble. Board, at 21st October 1784, observes, that his Regulations of 1781 had become obsolete. The Regulations of 1784 also have met with the same Fate. The Collections on empty Boats, prohibited by the 11th Article, (Appendix, No. 10), are still continued, as well as a Variety of other Fees and Exactions inserted in Appendix No. 13, 14, 15; the 10th Article respecting Cotton, the relating to New Rowanahs, being granted Duty-free, have experienced the same Disregard. The 2d and most important Article, prohibiting the farming of the Customs agreeable to the former Practice, has also been broken through; for I find that a considerable Number of the Out-Stations, particularly in the Sircar of Benares, have been annually let to farm. (Appendix, No. 4, Page 46.) These Deviations from the Orders of Government affect all other Merchants as well as the Sunnassees, and also every Article of Trade.

“ The Sunnassees however are subject to other Exactions peculiar to themselves. A considerable Part of their Returns from Nagapore and other Countries of the Decan are made in Specie. This is remitted from Benares to Moorshedabad to purchase fresh Cargoes of Raw Silk, Piece Goods, Broad Cloth, Copper and Spices. Koshaul Chund and Munnoo Loll now farm the Privilege of negotiating these Bills from the Rajah, for 600 Rupees per Annum, under the Name of the Sonah Mohaul, or Office for collecting Duties on Gold. This Office was first instituted by Rajah Bulwunt Sing, at the Solicitation of one Torah Paaker. At that Period the Sunnassees carried on a very considerable Trade to Nypaul in the Piece Goods of Bengal, in Return for which they annually imported Gold Bullion to the Amount of Four or Five Lacs of Rupees. Upon this Gold, Torah Paaker obtained Permission to levy a Duty, under the Pretence of acting as Broker for the Sale of it. In the Course of a few Years however the Broker was converted into a Farmer, and various Persons rented the Duties from the Rajah. About the Year 1763, when the late Pertee Narain Rajah of Goorha was called in by the Inhabitants of Nypaul, to depose Typeekaas Rajah of Kaur Maundoo, he seized the Property of some of the principal Sunnassée Merchants; in consequence of which the whole Fraternity abandoned the Trade of the Country. The Importation of Gold was of Course stopt; but the Farmers of the Duties, by a Perversion of the Institution of the Office, obtained Permission to levy a Tax upon all the Specie remitted by the Sunnassees through the Banking Houses of Benares. The Mode of levying this Tax is as oppressive as it is unprecedented. The Bankers are forbid to grant Bills to the Sunnassees, except through the Sonah Mahul. When a Sunnassée therefore is desirous of taking up a Bill on Moorshedabad, he applies to the Farmer, who settles the Exchange privately with the Banker, and then charges the Merchant according to the Rate he imagines he can oblige him to pay. The Merchants expressed the

the highest Disgust at this Imposition, and earnestly solicited the Abolition of it, as being an additional Tax upon their Trade of at least One per Cent.

"The following are the Requests delivered to me by the Sunnâthe Merchants:

"First, That the Collections made by the Sonah Mehul, or Gold Office, be abolished; and that in future they be permitted to negotiate their Bills in the same Manner as other Merchants.

"Second, That the Orders of the Honble. Board for the Reduction of the Duties on Silk Piece Goods to $2\frac{1}{2}$ per Cent. be enforced.

"Third, That their Goods brought to Bengal to be sold at Mirzapore, after paying the Custom House Duties at Gazipore or Benares, may not be subje^d to a Second Duty at Mirzapore, when sold to the Merchants of the Decan; and that the Officers of the Customs at the above Place be enjoined to endorse their Rowannahs and dispatch their Goods, without demanding any other Fee or Duty whatsoever, agreeable to the Fourth Article of the Regulations of 1784.

"Fourth, That the unauthorized Duty of Six Rupees Four Annas on all Boats hired to transport their Goods from Mirzapore to Bengal, be abolished.

"Fifth, That the Duty of Six Annas per Bullock, collected at Hullah on Goods exported from Mirzapore to Nagpore in Berar be abolished.

"Sixth, That, on the weighing of their Silk they are obliged to give Five and thirty Skeins per Bullock to the Officers of the Customs, an Exaction which they hope will be abolished.

"Seventh, That the Fee of One Rupee Four Annas, collected in launching their Boats, be in future prohibited.

"Eighth, That the Cutwaal, or Officer of the Police of Mirzapore, be enjoined to protect their Property from Robbers.

"Ninth, That the Duties on the Shawl Goods, brought from Kashmir, be collected according to the Rates of the Bujuk or Invoice, under the Sales of the Amraahs, or Brokers of Kashmir, as is the Custom in all other Countries through which they pass.

"The Eight first Requests contain nothing more than what Government have already granted, nor would your Lordship have been troubled with this Second Application, had the Officers of the Customs conformed to their Orders. With respect to the last, in order to encourage the Kashmir Trade, which has been upon the Decline for several Years past, owing to the Tyranny of Azad Khan, the late Subadar of that Province, and also to the heavy Exactions to which it has been subje^d in the Vizier's Country and Benares, I would recommend that the Duties on all Shawl Goods be reduced to $2\frac{1}{2}$ per Cent. but the Valuation of the Goods to be made in the same Manner as upon all other Articles of Foreign Produce, and of which I shall treat more fully under the next Article."

"The Court of Justice at Mirzapore, is by no Means favorable to Commerce. This is owing to the Exaction exercised by a Person who farms it of the Rajah. I could never meet with any of the Proceedings of this Court; but I understand that when the Cause is settled, the Plaintiff is obliged to interchange Releases, and the Person gaining the Cause pays Four Annas per Cent. upon the Amount of the Claim. It is unnecessary to remark upon the little Confidence which the Merchants can have upon the Decision of a Court thus constituted, and how ill it is calculated to establish those Ideas of the Security of Property, so necessary to the Prosperity of a Commerce."

"The Duties and Exactions are levied by the Officers of the Customs at Gazipore, Benares, and Mirzapore. At Gazipore (Vide Appendix, No. 15), the Darogah, or Superintendent, appears to be exorbitant; nor have I been able to learn by what Authority they were established. The per Centage collected on the Piece Goods of Koopah and Mow, (Two Capital Markets in the Vizier's Dominions), may rather be considered as a Duty than a Fee.

"The Byoparies who traded to the above Places forsook the Gazipore Road, in consequence of their Cloths being taxed at the Rate of Five per Cent. instead of so much on the Bullock Load, as had been customary previous to the Arrangements of 1781. In order to induce them to return, the Rajah remitted them Half the Duty. Though I approve of the Principle on which this Remission was granted, yet the Mode appears to be liable to great Objections. I should conceive that every Regulation, however salutary enacted by the Supreme Power in a State, should be considered as immutable, until abrogated by that Power. If One Person, whether Native or European, is allowed to alter the Laws, even though for the Benefit of the subject, another may assume the same Authority for a different Purpose; the Rights of the Merchants will then depend, not upon the Law, but upon the Disposition and Character of the Person intrusted with the executive Authority of Government. These partial and irregular Innovations not only weaken the Authority of the original Regulation, but throw a Species of Monopoly into the Hands of those in whose Favor they are made, and are therefore highly detrimental to the general Interests of Commerce.

"From the 16th Page of Appendix, No. 1, and the 36th Page of Appendix, No. 5, your Lordship will observe, that the Quantity of the Decan Cotton imported into the Company's Dominions, amounts to Maunds 1,20,576 17½, valued at Rupees 11,66,425. The Nagpore Cotton is held in the highest Estimation; that brought from Jilhone and Hyder Nuggur is somewhat inferior. From the Variety of Imposts levied on this Cotton on its way between the Decan and Bengal, it comes to the Consumer at an Advance of 120 per Cent. on the Prime Cost. The Average Price of Jablone is from Six to seven Turnukahs (Rupees 1½) per Maund, whereas it is 1½

in Bengal from 14 to 16 Rupees, though the Scer of Bengal is much lighter, and the Rupee more valuable, than that of Turrackabad. In order to promote the Importation of this Article, the unauthorized Duties and Exactions of Mirzapore should be abolished, the Duties in the Vizier's Country ascertained, and proper Measures taken in order to put a Stop to the Exactions made by the Zemindars on the Banks of the Ganges, between Turrackabad and the Company's Provinces, which have almost deprived the Country of the Benefit of that valuable Navigation. The Manufacturers will then procure the same Cotton for Nine or Ten Rupees, which now costs them from 14 to 16 Rupees per Maund.

" The Salt consumed in the District of Benares, and in the Dominions of the Vizier, is brought from Sambre, in the Territories of the Rajahs of Joinagur and Joodhpore. The Average Price of Benares is about 4 : 8 per Maund; the Consumption however is confined to the better Sort of People. The Salt consumed by the Poor is called Bubekeh, and is made at Moongrah, Gurwarah, and Jaffurabad, in Juonpore. The Prejudice that prevails in these Countries against Bengal Salt would soon subside if the Merchants were enabled to sell it considerably cheaper than that brought from Sambre. In order to introduce the Bengal Salt into the upper Provinces, I would recommend that a Drawback of all Duties be granted on Bengal Salt exported beyond the Western Confines of Benares. The Customs of Benares will suffer no material Diminution by this Regulation, the Exports of Bengal Salt beyond the Company's Dominions having hitherto been inconsiderable. This Mode of encouraging the Consumption of the Bengal Salt, by enabling the Merchants to sell it cheaper than the Sambre Salt, appears to me preferable to an absolute Prohibition of the Importation of the latter, which might not wholly accord with the Prejudices of the Natives.

" 2d, Exports.

" Under the Head of Exports I have included only such Articles as are the Produce of the District of Benares, and exported for Foreign Consumption. The following is an Account of the Exports extracted from Appendix No. 1, Page 31.

	To Bengal & Behr	To the West P.	To the Decan.	To the North P.	Total.
Exports from Benares	5,34,723 10 6	5,72,828 1 0	1,12,116 0 3	23,710 7 6	12,43,398 3 3

" Among the Piece Goods exported to Bengal, the Western Provinces, and the Decan, your Lordship will perceive that few of them are calculated for the Europe Market; the major Part are of small Breadth and Length, and are manufactured solely for the Consumption of the Natives. The Piece Goods exported to Calcutta consist principally of the following Assortments; Muffers of which I have the Honour to transmit :

Tirsholees Sunaats of Gizapore, about equal to Current Rupees.			
	Price unwashing Per Corge.	Charges.	Total.
Khufahs, also called Bafas.	87 8 0	8 0 0	95 8 0
Garhahs — —	67 8 0	7 0 0	74 8 0
Imertees — —	60 0 0	6 0 0	66 0 0
Lukhowries — —	46 8 0	5 0 0	58 8 0

" The Khafahs are manufactured principally in the District of Casimabad, Gungowlee, Havilly Gazipore, Zemanah, and Russarah, in Sircar Gazipore; the Garhahs in Bulseah, the Imertees at Mohunmudabad, and the Mulmuls at Iconpore: Samples of each Assortment accompanying this Report, with the Prices at which they are at present fabricated: Should your Lordship think proper to provide an Investment for the Company in the District of Benares, the above Cloths may be raised considerably above their present Quality. In the First Year, I should imagine about Three Lacs might be provided without Difficulty; in the Second, Four Lacs; and in the Third, about Five or Six Lacs. Of the various Modes which have been adopted for the Provision of the Company's Investment, those which have had the Company's mercantile Interest principally in View, have been deemed injurious to the Trade of the Country by excluding the Native Merchants; and those which were calculated to establish a Freedom of Commerce have been said to enhance

enhance the Price of the Goods, and to render the Provision of them precarious. I should conceive that all Trade carried on by Government must be liable to One of these Objections. The Cotton Piece Goods manufactured in the District of Benares amount annually to about Seven Lacs of Rupees; a considerable Part of these are consumed in the District, the Remainder are exported. If Government oblige the Weavers to receive Advances, and purchase all the Piece Goods with a Capital drawn from the Revenue of the Country; the Merchants who now carry on this Trade must consequently be excluded from it; and, being no longer able to purchase Cloths for the Foreign Markets, they must either give up the Trade, or send Specie to procure those Goods which they formerly purchased with the Produce of their Exports. Exclusive of the Ruin of the Merchants, there is every Reason to apprehend that the Manufacturers will be still greater Sufferers. The Commercial Resident, however circumspect he may be in his own Conduct, cannot command the same strict Adherence to the Rules of Equity from the numerous Agents he must employ in the Completion of so extensive a Concern. If we may be allowed to judge from past Experience in other Places, these Men, when deputed into the Country, armed with Perwannahs and Orders, will exclude all other Merchants, not by paying a better Price, but by prohibiting them from purchasing at all; and the Support they will too often receive, both in thus forcibly monopolizing the Trade, as well as in many other unjustifiable Encroachments on the Rights of Manufacturers, will soon introduce a System of commercial Restraint, highly detrimental to the Prosperity of this valuable District. I must observe also, that the Civil Power at Benares is at present lodged in Hands which are too weak to cope with an Authority derived immediately from Government; and that the above Evils will therefore operate in a more extensive Degree than in the Provinces, where some written Laws have been enacted for the Protection of the Weavers, and where the judicial Authority has been sufficiently strengthened to carry them into Execution.

“ If, therefore, the Company’s Cloth Investment is to be introduced into the District of Benares, instead of establishing it upon the same Footing as in the other Parts of their Territories, I beg Leave to submit it to your Lordship’s Consideration whether it would not be expedient to advertise for the Purchase of them with ready Money. Whatever might be the Event, the great Advantages that are to be expected from this System, should it prove successful, I conceive would justify the Experiment. In order to make the Intentions of Government known to the Merchants, Samples of the different Cloths, with the Rates at which they would be received in Calcutta, should be deposited at the Custom Houses of Benares, Gazipore, Iconpore, and Mirzapore; where they would be open to the Inspection of Merchants of every Denomination, both of the Benares District, and the Dominions of the Vizier’s Country. Should the Prospect of an immediate Sale and ready Money induce the Merchants to sell their Goods to the Company in preference to Individuals. Government will procure their Investment at the lowest Price, without risking Advances, or subjecting themselves to the Loss of Interest on the Money advanced; the Native Merchants will have their Share in the Trade of the Country; and an effectual Remedy be afforded to all those Evils which have arisen from the Provision of the Investment.

“ The only Article at present provided for the Company in the District of Benares, is the Opium. This Article is provided by Contract. Ramchandra Pandit, the present Contractor, has engaged to deliver 560 Chests for the Year 1194 Fr, 1786-7, at the Rate of 300 per Chest, all Charges included. The Merchants are forbidden to trade in this Article, and the Royots, or Husbandmen, are enjoined to dispose of it to no one but the Contractor. The Powers delegated by Government to the Contractor, I should conceive, extend no further than to entitle him to the exclusive Privilege of purchasing all the Opium produced in the Country. The Faculty with which this Article may be clandestinely disposed of, has obliged the Contractor to take Engagements from the Cultivators when the Poppy is first sown, to deliver a certain Quantity per Begah, at a fixed Rate, with a Penalty for all Deficiencies. This is not only a Monopoly against the Merchants, but a great Burden upon the Royots. If any Accident happens to the Poppy Plant, the Ryot is nevertheless obliged to make good the Amount of his Engagements, or pay the Penalty. The Price paid to the Ryots is in some Places Rupees 2 7, and in others 2 8 A per Seer, of 96 Sicca Weight. This Price never varies, so that in Years of Scarcity, the Cultivator is obliged to sell his Opium at the same Rate as in Years of Plenty, though, in the former, the Grain which he is obliged to purchase to feed his Labourers, who, * whatever Fields, and collect the Juice of the Poppy, is equivalent to the Price he gets for his Opium. In the weighing of the Opium, many Extortions are practised upon the Ryots, and if the Quantity falls short, they are burdened with Tullubannah, or Fines. The Price of the Opium paid to the Ryots by the Contractor, is not above Half of what it will produce in the Market; and as it is natural for every Man to wish to dispose of his Property to the best Advantage, I should imagine, that unless these Powers were assumed by the Contractor, he would get but a very small Part of the Opium produced. The Contractor himself, however, must fulfil his Engagements with Government, or submit to a heavy Penalty, in case of Failure. Should these Acts of Oppression therefore be attributed to the Contractor, or to the System adopted for the Provision of the Opium? But a small Portion of the Opium produced is consumed in the Country; most of it is bought up for Exportation to the Malay Country and China. If the Net Profit arising to Government on the Sale of Opium was to be calculated, and a Duty adequate to the Amount imposed on its Exportation, I should conceive that

* See in Orig.

that it would be preferable to the present Mode of providing it on their own Account by Contract.

" The Saltpetre exported from Benares is manufactured at Barah, near Chowfah; at Kylee, a Town about Five Cofs from Benares, on the Banks of the Ganges; and at Rewtee, in the Sircar of Gazipore, on the Banks of the Dewah. The Prime Cost is about 1 12 Annas per Maund, and the Quantity made has seldom exceeded Twenty thousand Maunds.

" Imports for Consumption.

" The Imports for the Consumption of the District of Benares, appears in Appendix, No. 3. Cotton and Silk, and Cotton Piece Goods, form the principal Part of them. These Goods being in great Demand for the Consumption of the City of Benares, the Proportion this Branch bears to the Exports, will appear by the following Comparative Statement. It is also necessary to observe, that the same Modification of the Duties on Raw Silk and Cotton Piece Goods, &c. which I have suggested in my Remarks on the First Division, are equally applicable to the Imports for Consumption.

	Bengal & Behr	The West ^h P.	The Decan.	The North ⁿ P.	Total.
Imports from - -	1,63,254 14 6	1,00,158 11 6	66,34,655 2 0	55,357 13 9	9,53,426 9 9
Exports to - -	5,34,723 10 6	5,72,848 1 0	3,12,116 0 3	23,710 7 6	12,43,398 3 3
Balance - - -	3,71,468 12 0	4,72,689 5 6	5,22,539 1 9	31,647 6 3	2,89,071 9 6
	In Favour of B.	In Favour of B.	Against Behr -	Against B.	Total. In Favour of B.

" Inland Trade.

" The Articles which compose the Inland Trade appear in Appendix, No. 4, amounting to 29,24,203 7 9. From Page 46 of the same Appendix, your Lordship will observe an Account, under the Head of Choochah or Sundries, exhibiting the Collections at the numerous Stations or Chokies, subordinate to the Four superior Custom Houses, and amounting to Rupees 1,28,011 1 3.

Under this Head are comprised a Variety of ^{excessive} exactions, highly detrimental to every Branch of the Foreign and Inland Trade. Upon examining the Accounts, in order to ascertain the Mode in which these Collections were levied, I found that there were upwards of Four hundred Chokies or Stations, for the Collection of Duties, established in different Parts of the Country, subordinate to the Custom Houses of Benares, Gazipore, Jeonpore, and Mirzapore. These Collections are either farmed, or made by Persons deputed on the Part of the Principal Custom Houses, in which Case their Salary is conditional, that is, they receive nothing if no Collections are made. The evil Tendency of both these Modes of Collection are too evident to require any Mark.

" Upon examining Accounts of these Collections, I found it impossible to ascertain either the Name, the Quantity, or Value, of the Articles on which they were made. Every Bullock Load of Goods, passing these Chokies, pays a certain Sum, which varies at every Station. In some of the Accounts only the daily Gross Receipts are inserted in One Sum, without any Specification whatever of the Goods from which they were made. For the above Reasons only the Receipts of each Chokey appear under the Head of the Chorah, or sundry Collections, the Name, Quantity, or Value of the Goods not being particularized in the Accounts.

" The Choorah Stations are supposed to be established solely for the Purpose of collecting the Duties on Grain, and sundry other trifling Articles, bought and sold in the internal Parts of the Country: All other Kinds of Merchandize however, whether for Foreign or Inland Consumption, are obliged to pay a Duty on passing any of these Stations. The Duty at each Place is trifling, but being frequently repeated, the Total Amount collected from the Merchant, before his Goods arrive at the Place of their Destination, becomes a great Burden upon his Trade.

" The Zemindary Duties, which have been so repeatedly prohibited by Government, are still continued in every Part of the District of Benares. In order to ascertain this Point, I sent for the principal Hoondawallahs or Carriers, who contract for the Transportation of Merchandize. Ap-

pendix,

pendix, N° 17, contains an Account of the Names of the different Places where these Duties are exacted, from the Mouth of the River Gogra, to the Town of Hulleah, on the high Road to the Decan, by the Way of Mirzapore. Some of these Chokies belong to the Custom House, and their Receipts make Part of the Choorhah Collections. This Account was delivered to me by Shewpershaud and Meherbaan Bhuggut, the Carriers who have travelled this Road for several Years past. These People informed me that the Zemindar of Syedpore had, a few Days ago, seized all their Brats Pots and Vessels, because they refused to submit to the Payment of some new Exactions.

“ During the Time of Rajah Chyte Sing, the Zemindarry Duties were collected by the Zemindar, if he farmed his own Zemindarry or Estate. If his Zemindary was farmed to an Aumil or Renter, they were collected by the Aumil. When the Permit or Custom House was established in 1781, these Zemindarry Duties were annexed to its Jurisdictions, and a proportionable Deduction was granted to the Farmers of the Land Revenue. Being found, however, less productive under the Management of the Officers of the Customs, they were restored to the Farmers in the Year 1193, upon their giving an Increase on their Farms adequate to the Amount of the Deduction they had originally received.

“ From the Account inserted in Appendix, No. 17, your Lordship will perceive the great Obstructions which a Merchant, passing through the Country, is liable to from the Collectors at these numerous Chokies. The Zemindarry Duties collected by the Farmers of the Land Revenue (whether Zemindars or Aumils), should, I conceive, be abolished without Delay. In 1191, when these Duties were put under the Officers of the Customs, the Net Receipts amounted to 59,333 14 6, which, calculated upon the whole Revenue of the District of Benares, is little more than One thousand Rupees per Lac, a Sum not very considerable, and the Collection of which, if prohibited, will not, I imagine, occasion any Decrease in the next general Settlement the Rajah may make with the Farmers of the Revenue. These Duties have been declared illegal in the Company's Provinces, and, I imagine, were virtually abolished in the District of Benares, by the Arrangements of 1783 and 1784. (Appendix. No. 5 and 10.)

“ With Respect to the Duties on the Inland Trade (which compose the Principal Part of the Choorhah Collections), such as Grain, Coarse Cloths, &c. bought in One Part of the Country, and sold in another; they are at present collected on the Bullock Load at every Station by which they pass, a Mode highly unfavourable to the Inland Trade. Unless therefore it shall be determined to abolish them altogether, I would recommend that all Goods capable of being stamped, such as Cloths, &c. should pay the Duty of Five per Cent at the First Market where they are sold, and be stamped with the Seal of the Station, which should exempt them from all further Duties and Demands whatever in the District of Benares. The Duties on Grain, and other Articles of Subsistence, should be collected only at the Ganges, where they are sold, and the Radarry Duties and Exactions to which they are at present subject in their Transportation from One Part of the Country to another, should be prohibited under the severest Penalties. The Gunge Duties also should be levied on such Articles only as are sold for the Consumption of the Inhabitants. If a Merchant disposes of his Goods at a Gunge, and the Purchaser immediately carries them on, no Duty whatever should be demanded.

“ It is with no small Reluctance, however, that I recommend any Modification of the Duties on the Inland Trade, being convinced that the total Abolition of them would be a great Encouragement to the Cultivation and Manufactures of Benares. The major Part of the Choorhah Stations are established for the Collection of these Duties, and are entrusted to indigent People, whose Subsistence depends upon the Infringement of the Orders of Government. In Times of Plenty these Exactions obstruct the Exportation of Grain, and in Seasons of Scarcity prevent its equal Distribution over the Country; they discourage Manufacturers by enhancing the Price of the Raw Materials before they come into the Hands of the Weaver, and are highly injurious to every Branch of the Foreign as well as the Inland Trade.

“ From the 53d Page of Appendix, N° 4, it appears that the Amount of the Four Divisions of the Benares Trade, is 1,44,39,742 11 3; a Sum that cannot but be considered as very inadequate to the Revenue, the Population, and the Extent of the Countries concerned in it; and which strongly indicates the Necessity of removing all Obstructions to the Inland Navigations, and establishing some regular commercial System founded in Freedom and Impartiality between the Company's Provinces, Benaras, and the Dominions of the Vizier.

“ Having endeavoured to shew your Lordship the Nature and Extent of the Commerce of the District of Benaras, and to point out the Obstructions under which it has laboured, I shall now proceed to suggest such Alterations as appear to me expedient in the Rate of the Duties, the Mode of valuing the different Articles of Merchandize, and the necessary Measures for the protecting the Persons and Property of the Merchants, and guarding against any future Deviations from the Orders of Government.

“ Duties.

“ By the Regulation of 1781, the Indian System of collecting the Duties on the Bullock's Load was abolished, and the Rajah was authorised to levy a Duty of 5 per Cent. on all Merchandize, either

either produced or passing through his Country, valued at the Average Benaras Price. In the Year 1782, in consequence of the Representations of the Merchant, a Remission of 2½ per Cent. was granted by the Honble. Board on Raw Silk, Broad Cloth, Saffron, Cinnamon, Mace, Cloves, Nutmegs, Cochineal, Europe Iron, Steel, and Copper: And in 1784, the same Indulgence was extended to the Silk Piece Goods manufactured in Bengal. I should imagine it would also contribute much to the Prosperity of the Company's Provinces, and also of the Vizier's Dominions, if the Duties on all Goods composing the First and Third Branches of the Benaras Trade, that is, the Imports for immediate Exportation, and the Imports for Consumption, were reduced to the same Rate. This Reduction I should conceive is absolutely necessary for the Revival of the Inland Trade; and it also appears to me unreasonable that the Rajah of Benaras should be allowed to take Advantage of the Situation of his Country, and to levy a Duty of 5 per Cent. on the Trade of Bengal and Behar on an enhanced Valuation of the Goods; whilst the Company themselves collect only Two and a Half per Cent. on the Prime Cost. The Rajah will incur no Loss by this Arrangement, as there can be little Doubt but the Trade will increase in Proportion to the Reduction of the Duties.

“ I have already shewn that the Exports from the Company's Dominions to the Decan, the Western and Northern Provinces, amount to little more than Twenty-seven Lacks of Rupees; a Sum that cannot but appear trifling when the Extent and Population of these Countries is considered, and the ready Means of Communication which Nature has afforded them.

“ The Duties on the Export and Inland Trade, or the Second and Fourth Divisions, may be continued at the present Rate of 5 per Cent. as not affecting the Trade of the Company's Dominions, or of the other Countries with which they carry on a commercial Intercourse.

“ Rates, or the Valuation of the Merchandize.

“ The System adopted for ascertaining the Value of the Merchandize should be calculated to obviate even the Possibility of Dispute between the Merchant and the Custom House Officers. In some Countries the Proprietor is obliged to swear to the Price of his Goods; in others the Duty is collected upon the Current Price; and in some few Places upon the Weight. The most received Method, however, is by a Table of Rates; and the Duties in the Company's Provinces have generally, I believe, been levied in this Manner.

“ Neither of these Modes appear to me calculated to answer the End proposed; the First is liable to many and serious Objections; the Second leaves too much to the Discretion of the Custom House Officer; the Third is unfavourable to Trade from its Inequality; and the Fourth is the Source of much Vexations and Oppression to the Merchant, from the Difficulty of ascertaining with Precision the Value of Goods produced in a Foreign Country, and the Alterations which arise respecting the Denomination under which they are to be classed. It has been observed by a most respectable Authority, that in all commercial Countries much Time and Labour has been bestowed in compiling Volumes of the Nomenclature of the various Articles of Merchandize, from Aloes and Alabaster down to Veronic and Zink, but that the Merchants everywhere still experience the same Impediments from this perplexed Mode of Valuation.

“ The oppressive and intricate Mode of levying the Duties in the District of Benaras, as well as in the Vizier's Dominions, at the same Time that it has injured those Countries, has also been highly detrimental to Bengal, in diminishing the Demand both for its own Manufactures, as well as for the Exports from Europe. Before the Goods can reach the Inland Parts of the Country, the Price is so enhanced by repeated Exactions, Detentions, and additional Charges of Transportation, that the Generality of the Inhabitants cannot afford to purchase them, and the Merchant, disappointed in One Adventure, of course gives up a Trade in Articles for which he finds there is no Demand, or upon the Sale of which he must incur a Loss. The Ruin of the Merchant is followed by that of the Manufacturer, the Cultivator, and the numerous Class of People to whom Commerce gives Employment, and lastly, that of the State itself.

“ A System therefore founded in Principles evidently favourable to the Merchants, and to which there is no Objection but the Possibility of a Loss arising to Government from placing too great a Reliance on commercial Integrity, will, in the End, prove much more beneficial, both to the Merchant and the State, than Regulations formed on Ideas of general Dishonesty, and which, in guarding against Imposition, prevent the fair Trader from reaping the Profits of his Industry. When the Demands of Government are moderate, Merchants of Character will never attempt to avoid them, and Precautions may always be taken to guard against fraudulent Practices, (which can never be carried to any great Extent, or remain long undiscovered), without having Recourse to Regulations destructive of the general Interests of Commerce.

“ The First and Third Divisions, (or the Imports for immediate Exportation, and the Imports for Consumption), require the more immediate Consideration of Government, as comprising almost the Whole of the Inland Trade of the Company's Provinces. In the First Division, the Rajah of Benares has no other Interest but that of the Duties he is allowed to levy, and little more in the Second, the Goods not being the Produce of his Country.

“ In order to remove every Obstruction to these Two Divisions of the Trade, I would recommend that all Goods imported from Bengal and Behar into Benaras, whether for immediate Exportation, or for the Consumption of the District, should pay the Duties upon the Price inserted

in the Company's Rowannah. This Regulation would afford the most effectual Protection to the Exports of the Company's Dominions, as far as the Western Boundary of Benaras; and a similar Privilege, granted to the Benaras Rowanahs in the Company's Provinces, would afford equal Encouragement to the Trade of the former. If the Vizier also could be prevailed on to accede to this Arrangement, the Three Countries would be united in the same commercial Interest. The Rowanahs of one being current in the other for the Price of the Goods, would oblige each State to collect the Duties on its own Exports at a just Valuation; as every Overcharge would entitle the others to a heavier Duty. The same Principle of Self-interest would prevent any of the Parties undervaluing their Exports; as, in diminishing the Advantages of the others, they would also lessen their own. Both the Rate of the Duty and the Value of the Merchandize being thus ascertained, no Grounds whatever for Dispute would remain between the Custom House Officer and the Merchant. The latter would pass through the different Jurisdictions, protected by the Seal of his own Government; paying as he went the established Duties on the Prime Cost inserted in his Rowannah. The Navigation of the Ganges from the Sea to its Source would be freed from all Obstructions, and the Manufacturers of Bengal and the Exports from Europe would be transported to the Heart of Hindostan at a trivial Expence; the Merchants of Benaras, and the Vizier's Dominions, would have an equal Share in the Advantages arising from a lucrative Commerce, and the Cultivation and Manufactures of the Three Countries would be restored to their former flourishing State.

“ The next Point to be considered, and which more immediately concerns the District of Benaras, is the Mode in which the Rajah is to ascertain the Value of the Exports of his own Country, and which form the Second Division of the Trade. This might be ascertained by obliging all Persons applying for Rowanahs to exhibit an Invoice of their Goods; upon this Invoice the Duties should be levied; after which it should be returned to the Merchant, with the Rajah's Seal affixed. By this Mode, the Merchant could never be oppressed by the Overvaluation of his Goods, nor would he find it his Interest to under-rate them. In this Country Purchases are generally made upon the Invoice, and when it should be known that the Seal of the Government had been affixed to the Original, no other would be admitted; a Merchant would never undervalue his Goods in order to defraud Government of their Duties, as he would be a greater Loser in the Sale of his Goods; and if he overcharged them, in order to take Advantage of the Purchaser, Government would benefit in Proportion; neither could a Merchant, professing to sell by Invoice, refuse to produce the sealed Original, as it would amount to a Declaration that he intended to defraud the Purchaser. From these Considerations, added to the Moderation of the Duty and the easy Mode of settling it, Merchants would generally find it their Interest to deliver in the genuine Invoice to Government. As a further Security, the Resident might be empowered to oblige a Merchant to prove his Purchase, where Fraud was suspected, and, upon Conviction, to punish him by the Confiscation of his Goods.

“ I must here observe that Goods imported from the Decan must be valued in the above Manner, it not being customary for the Decan Chiefs and Rajahs to grant Rowanahs on their own Exports; and as the including them in the proposed Arrangement for collecting the Duties on the First and Third Divisions might not be deemed expedient, the Goods therefore imported from the Decan (though a Part of the First Division), must be valued in the same Manner as the Benaras Exports: When the Merchant arrives at Mirzapore he must be desired to give in an Account of the Price of the Goods, and upon which the Duties must be levied. For the Reasons I have mentioned above, there is little Apprehension of his undervaluing his Property, as the Price he delivers in to the Custom House will be immediately known to the other Traders who resort there for the Purchase of the Decan Commodities; such Merchandize from the Decan as passes through the Doab, before its Arrival in the District of Benaras, will of Course have paid Duties to the Vizier, whose Rowannah will consequently determine the Price as if the Goods had been the Produce of his own Dominions, in the same Manner as the Company's Rowannah will fix the Value of the European Commodities.

“ The Fourth and last Division is the Inland Trade, and much is it to be wished that the Duties on it were abolished altogether. The levying the Duties on the Three other Divisions would be attended with no Difficulty to Government, or impediment to the Merchants, Industry would not be depressed, nor the Communication between the Company's Dominions and those of the neighbouring Powers obstructed. I have before shewn that the Inland Duties in Benaras are nothing more than Taxes levied upon all Kinds of Goods passing from one Village to another, for the Consumption of the Inhabitants, and consequently that there is no other Mode of collecting them, but by establishing numerous Chokies or Stations over the whole Face of the Country. No Regulations whatever can control the Conduct of the obscure Persons who must be intrusted with the Charge of them; and the only Expedient which appears to me calculated to lessen the evil Effects of those Collections, is to levy them in the Mode I have before suggested, according to the Book of Rates, inserted in Appendix, No. 16, which should be annually corrected by a Committee of reputable Merchants convened for that Purpose by the Resident.

“ Appointment

“ Appointment of the Resident's Assistant to receive Complaints at Mirzapore.

“ When the Rate of the Duty is fixed, and the Mode of valuing the Merchandize ascertained, the last Measure necessary to effect the Restoration of the Inland Trade, is to guard any Deviation from the above Regulations, and to ensure to the Merchants Protection, both of Person and Property; and this leads me to the last Point of the Honble. Board's Instructions, the Expediency of the Resident's Assistant being appointed to reside at Mirzapore.

“ It appears to me, that whatever Abuses have existed in the internal Trade of the Country, their Origin may be attributed as much to the Want of proper Precautions being taken to enforce the Laws enacted for the Protection of Commerce, as to the Defects in the Laws themselves. Little Benefit can be expected from the best Regulations, if the Execution of them depends solely upon the Diligence or good Intentions of Individuals. The Powers delegated to the Executive Officers of Government must be so constituted, as to prevent Omission as well as Abuse.

“ To the Want of these Precautions should be ascribed the little Regard to the Arrangement in the Customs made by the late Governor General Mr. Hastings, in the Year 1781; or Regulations, so important to the Prosperity of the Country, and issued at a Time when Disobedience had met with so severe a Punishment in the Expulsion of Chyte Sing, would not have become almost obsolete by the Year 1784. The Fact is, the Execution of them was entrusted to the Rajah, or his Naibs or Deputies, who were expected to grant speedy and impartial Redress for Injuries committed by themselves, or what is nearly the same, by their Dependents, thereby uniting in them Two Capacities, which, I should imagine, must ever be incompatible with Security of Property, and the Ends of Government.

“ The revised Regulations of 1784 were not better secured than those of 1781, and consequently met with the same Disregard. They were issued in a similar Manner, and to the very Persons whose Neglect or Misconduct was the Cause of that Revision. The Resident at Benaras indeed was directed to depute One of his Assistants to Mirzapore to receive the Complaints of the Merchants of that Place, and “transmit them to the Resident or the Officers of the Government.” If sent to the Resident, he could only refer it to the Rajah, or his Officers, or if this proved ineffectual, or the Grievance was frequently repeated, his last Resource was to transmit a Statement of the Case to Calcutta. When the obtaining of Justice is attended with so much Delay and Difficulty, there is a Danger of Individuals seeking Protection for their Property in the Corruption of their immediate Oppressors, instead of claiming it openly from the Laws: Hence the grand Source of all Abuse: After a short Time, these Exactions are introduced into the Canongoes Records, under the Head of Abwaub Mamool, or Cesses, authorised by Custom; and the original Rate being once departed from, Impositions multiply till the Laws become obsolete.

“ The facilitating of Complaint appears to have been the principal Reason assigned for deputing the Resident's Assistant to Mirzapore; but what Grounds are there to suppose that he will be less difficult of Access than the Resident himself? The Merchant must at all Events proceed to Benaras to prosecute his Suit, so that the transmitting of Complaint through the Assistant at the former Place, would rather retard than accelerate the Course of Justice.

“ Should the Assistant, residing at Mirzapore, engage in Trade himself, he will become a dangerous Rival of those whom he is appointed to protect. But supposing his Conduct to be ever so circumspect, the Benefit arising from his Interference can be but of a very partial and dubious Nature. It can be of no Service to the Inland Trade of the Country, nor can it promote the Exports from Bengal and Bahar, which, I conceive, merit the peculiar Attention of Government; temporary Expedients of this Nature, I should imagine, are not adequate to the Attainment of so grand an Object as the Protection of the Inland Commerce of the greatest Part of Hindostan.

“ In order to ensure exact Obedience to the Orders of Government, and that Commerce may find a constant Protector in the Laws of the Country, there are Two fundamental Maxims, from which, I should conceive, it never can be good Policy to depart. First, That the Customs should never be let to Farm. Second, That the actual Collecting of the Customs, (or what is much the same, the Responsibility of their being collected), and the redressing of Injuries in the Collection, should not be entrusted to the same Person. What suppresses Complaint, is the Dread of being referred back for Redress to the very Authority against which Complaint is made. Upon sending for Sunnassée Merchants of Mirzapore, I observed that they answered the Questions I put to them with an extraordinary Degree of Diffidence, frequently looking back to the Door, as if apprehensive of being overheard. Upon asking the Reason, they replied, That being Inhabitants of Mirzapore, they were averse that the Officers of the Customs should know that they had complained to me of their Conduct, lest at some future Period they should take an Opportunity of doing them an Injury. In Answer, I assured the Merchants of the Protection of Government; and that the strictest Orders would be issued to the Rajah and his Officers to abolish all Exactions, and protect their Trade. The Chief Sunnassée then recapitulated the positive Injunctions issued by the Governor General in 1781, the Repetition of them in 1784, with the Appointment of Mr. Playdell, and asked me, What Security I could give them, that any present Orders that might be issued would not, in a short Time, experience the same Disregard? Struck with the Force of this Reasoning, I confess I could make no Reply. I humbly submit it therefore to your Lordship's

Consideration, whether it would not be expedient to establish a regular Court of Justice in the District of Benares, for the Cognizance of all Matters relating to Trade. This Court should, I conceive, be put under the Resident, from whose Decrees an Appeal should be to Calcutta. He should, on no Account, interfere with the actual Collection of the Customs, or the Appointment of the Receivers, which should be left entirely to the Rajah. A Code of Regulations should be drawn up for the Guidance of the Officers of the Customs, who should act at their own Peril, subject to Damages for every Infringement of the Regulations. The Process should be expeditious, and the Expence as light as possible. A Copy of the Proceedings should be transmitted monthly to Calcutta, in order that Government might be regularly informed of the State of the Trade. Frequent Pleadings in open Court would establish and promulgate the Rights of the Merchants, and a few Decrees with Damages against the Party infringing them, would inspire a general Confidence, and prevent further Offence. Every Decision thus passed, would be equal to a Revision of the Regulations by Government itself, and afford a permanent and constitutional Barrier against that Abuse to which Executive Power, emancipated from legal Controul, is ever tending. But if only fresh Orders and Restrictions are issued, without these Precautions being taken to ensure the Observance of them, there is every Reason to apprehend that the new Laws will become obsolete from the same Causes as the old Ones; and the Endeavours of Government to restore the Inland Trade be rendered ineffectual. (a)

“ Ex^d E. Roberts.”

(A true Copy.)

The Managers for the Commons stated, That the next Certificate they should invalidate was the Rosanana, or Certificate, of the Rajah of Dinagpore; as to which they should shew that he was a Child of Eleven Years old when the Defendant left Bengal: They should also produce Three Petitions from the Family, making bitter Complaints against the Defendant; and further shew that the Country was horribly wasted, and the People obliged to rise in Rebellion.

The Paper necessary to shew that the Rajah was an Infant of Eleven Years old at the Time the Defendant left Bengal not being at hand, the Fact was admitted by the Counsel for the Defendant.

Read, by Consent of the Counsel for the Defendant, a Paper delivered in by the Managers for the Commons, and endorsed “ Gunga Govind Sing.”

“ Extract of Bengal Revenue Consultation, 16th February 1785.

“ The Secretary lays before the Board the following Minutes and Papers accompanying them from the late Governor General:

“ Governor General.—The Regret, which I cannot but feel, in relinquishing the Service of my Honourable Employers, would be much embittered were it accompanied by the Reflection that I had neglected the Merits of a Man who deserves no less of them than of myself. Gunga Govind Sing, who from his earliest Youth had been employed in the Collection of the Revenues, was, about Eleven Years ago, selected for his superior Talents to fill the Office of Dewan to the Calcutta Committee. He has from that Time, with a very short Intermision, been the principal Native Agent in the Collection of the Company's Revenues; and I can take upon myself to say, that he has performed the Duties of his Office with Fidelity, Diligence, and Ability: To myself he has given Proofs of a Constancy and Attachment, which neither the Fears nor Expectations excited by the Prevalence of different Influence, could shake; and at a Time too when these Qualities were so dangerous, that, far from finding them amongst the Generality of his Countrymen, I did not invariably meet with them amongst my own. With such a Sense of his Merits, it is natural that I should feel a Desire of rewarding them, for Justice, Gratitude, Generosity, and even Policy demand it: And I resort to the Board for the Means of performing so necessary a Duty, in full Confidence that as those, which I shall point out, are neither incompatible with the Company's Interest, nor prejudicial to the Rights of others, they will not be withheld from me. At the Request, therefore, of Gunga Govind Sing, I deliver the accompanying Durkaufs, or Petitions, for Grants of Lands lying in different Districts; the Total Jumma, or Rent, of which amount to Rupees 2,38,061 12 1.

“ The Petition, marked A, is presented in the Name of his Trustee, Rhada Gobind Ghose, and solicits a Grant of Lands which are now totally vacant; the annual Rent now received by Government from those Lands, is R^y 75,533. 6 10; Gunga Govind Sing offers to pay the same Rent, with a Peishcush, or Fine, of S^rR^y 28,000.

(a) Vide Appendix, N^o CCCCXXXII.

" The Petition, marked B, is presented in the Name of another Trustee, named Bridjob Kishore Ghose, and is for Lands which, though occupied, have no legal Owner; the annual Rent now payable to the Company for those Lands, is 92,528 4 15; he engages to pay the same Rent, with a Peishcush, or Fine, upon receiving the Sunnud, of S^r R^e 27,000.

" The Third Petition, marked C, requests only a Sunnud for Lands which he has actually purchased, in the Name of his Trustee Rada Gobind Ghose, of the Persons, and upon the Terms specified in the several Papers annexed to that Petition, and marked 1, 2, 3, 4. These Lands, whilst possessed by their late Owner, yielded to Government a Revenue of about 70,000 Rupees; and they will continue to do the same in the Possession of Gunga Govind Sing.

" For some of these Lands he has, during my Absence from Calcutta, presented Petitions to Mr. Wheler, who referred them to the Committee of Revenue, where they were examined and approved, but have never yet received the Confirmation of the Board. For the Lands which he has actually purchased, I presume there cannot be the smallest Objection to giving him a Sunnud, nor do I suppose that the Board will hesitate to give him Sunnuds for those comprised in the Petition marked A, since they are to my own Knowledge vacant, and confessedly therefore, by the Laws of this, as well as of most other Countries, in the absolute Gift of Government. These, if not bestowed on Gunga Govind Sing, will probably be granted to others much less deserving of them.

" The Lands included in the Petition marked B, though no Person has a legal Claim to them, are not without immediate Occupiers; Possession gives the Appearance of a Title, which the Board will not, perhaps, chuse to set aside without Investigation; and upon this Petition therefore I shall not urge an instant Decision.

" That I may not be considered as requesting even in Behalf of a Man who has so long and faithfully served the Company, and who has consequently some Claims on their Justice and Generosity, an Indulgence which can, in the smallest Degree, prejudice their Interests, I beg Leave to repeat, that these Grants can be attended with no Loss to Government, for he engages to pay the utmost Annual Rent which the Lands have ever yet produced, besides a Peishcush, or Fine, upon his receiving the Sunnuds of Fifty-five thousand Rupees; the Company consequently, instead of losing by the Grants which Gunga Govind Sing solicits, will not only gain the Peishcush, or Fine, but will ultimately benefit in the superior Cultivation which the Lands themselves will receive from a Possessor in all Respects so well able to improve them.

(Signed) " Warren Hastings."

" Durkaust of Rhada Goving Ghose for the Zemindary of Pergunnah Sultanabad, Pergunnah Tumlook, Nine Annas, and Pergunnah Boggree.

" These Three Pergunnahs are without Proprietors, their Revenues are collected Khas by Government. If your Honble. Board will grant me the Zemindarry of them, I agree to pay Twenty-eight thousand Rupees to Government as a Nuzzerana, upon receiving the customary Sunnud; I will also yearly pay to the public Revenue, agreeable to the present Bundobust, under the Condition that, upon my paying the full Revenue of One Year, the Settlement will be renewed with me the ensuing Year on the same Terms, and so on from Year to Year. With regard to the Salt in the said Mehals, I shall obey whatever Orders or Regulations shall be issued by the Government.

		Jumma.	Nuzzerana.
Sultanabad 1191	— — —	8,301 4 0	9,000
Tumlook 7 1191	— — —	53,822 3 10	15,000
Boggree 1191	— — —	13,409 15 0	4,000
Total Jumma		75,533 6 10	28,000

" Signed in Bengallie.

" Durkaust of Bridjookishore Ghose for the Zemindarry of Pergunnah Homnabad Six Annas Five Gundaes, Pergunnah Tumlook Seven Annas, and Pergunnah Attea Four Annas.

" The Pergunnah Homnabad 6 A. 5 G. is a Khas Mehal, without any Proprietor. Pergunnah Tumlook 7-16, has been taken Possession of by One Anundrarain, upon the Demise of the late Zemindar Suntose Preah, without any legal Right or Authority from Government. The Pergunnah Attea 4-16, was the Zemindary of Shaw Noweige, who died without Child, or Brother or Sister. Upon his Death One Alygar took Possession of the Zemindary, without any legal Title thereto, as being authorized by Government, and in this Manner continues to possess it. If your Honble. Board will grant me the Zemindary of these Pergunnahs, I agree to pay Twenty-seven thousand Rupees Nuzzerana, upon receiving the Customary Sunnuds. I will also yearly pay the public Revenue, agreeable to the present Year's Bundobust, under the Condition, that upon my paying the full Revenue of One Year, the Settlement on the same Terms and Conditions will be renewed

with me for the Year ensuing, and so on from Year to Year. With regard to the Salt in the said Mehals, I shall obey whatever Orders or Regulations shall be issued by the Government.

	A. G.			Jumma.	Nuzzeranah.
Homnabad	6 5 1191	—	—	31,600 0 0	10,000 0 0
Tumlook	7-16 1191	—	—	48,730 4 15	13,000 0 0
Atteah	4-16 1191	—	—	12,198 0 0	4,000 0 0
				<u>92,528 4 15</u>	<u>27,000 0 0</u>

“ Signed in Bengallie.

“ Petition of Rhada Gobind Ghose.

“ Having purchased Pergunnah Salbaree, &c. Habelle Pinjera, from the Zemindar, I pray that a Zemindarry Sunnud may be granted me, agreeable to the Petition of Rannee Serrefettee, and that the said Mehal may be separated from the Zemindarry, and made Huzzoorée.

“ Signed in Bengallie.

“ Petition of Rannee Serrefettee, Mother of Radanaut Rajah, of Habelle Pinjerah.

“ The Zemindary of Habelle Pinjerah suffered so much during the Farm of Raja Deby Sing, that the present Year's Revenue could not be realized without selling Part of the Lands: My Son Radanaut, by my Advice and Concurrence, and by the Advice and Concurrence of Jankiram Duan, sold Pergunnah Salbaree, &c. and the Price was paid to Government as Revenue by Rada Gobind Ghose, my Sister's Son; I therefore pray your Honble. Board will be pleased to order a Zemindary Sunnud in the Name of Rada Gobind Ghose for the above-mentioned Mehal; and that, if the above-named Ghose shall apply to have the said Mehal separated from the Zemindary, his Request may be granted.

“ Whereas Pergunnah Salbaree, &c. in Sircar Tajepore in Chuckla Ghoragaut, a Khalsa Mehal, is registered in the Toomary Rent Roll at 53,755 2 7 3, and composes a Part of my Pergunnah Havellee Pinjerah; and whereas the Mehals are annually suffering from the Desertion of the Ryotts to so great a Degree as to render all my Efforts to keep the Lands in Cultivation ineffectual; and as in consequence of this a great Deficiency has arisen in the Revenue Assets, I Maha Rajah Radanaut, who am Zemindar of Havellee Pinjerah, &c. of my own Free-will and Accord, and without Compulsion or Restraint, have sold all the Mal and Sair; the Havel and Putteet Lands, the Jungles and Bunger, the Julhers and Bunei, the Gardens, Tanks, and Trees of every Kind, belonging to or contained in the said Mehals, as particularized below, exclusive of the Dewittor, Bermooter, Peraun, Tekeraunt, &c. Bazee Zemin; to Rada Govind Ghose, the Son of Bulram Ghose, and Grandson of Nunet Ghose, in Consideration of the Sum of 53,755 S' R' of good and lawful Money, being at this Time the full Value of the above Mehals. Moreover, I have received the above Sum in Ready Money from the above-mentioned Persons, and paid it into the Government Treasury, in Discharge of the Balance of my Zemindary.

“ I therefore by this Deed agree, That the above-mentioned Persons do take Possession of these Mehals, which shall be separated from the Tahud of my Zemindary, and that, after causing them to be registered at the Sudder as their own Talooks, they pay the full Revenue to Government, they may dispose of them to their Heirs from Generation to Generation, or alienate them by Deed of Sale, or in any other Manner they may think proper.

“ From this Time neither I nor my Heirs have any Claims to, or Concern with, Mehals. In Confirmation of which, I have executed this Bill of Sale, that it may be produced when Occasion shall require.

				Jumma.
Pergunnah Salbaree in SircarTajepoor in Chuckla Ghoragaut, } 1 Mehal	—	—	—	47,149 9 13 0
Pergunnah Punkut, 1 Mehal	—	—	—	1,332 14 1 2
Pergunnah Booky, 1 Mehal	—	—	—	532 11 15 0
Pergunnah Futtelspoor, 1 Mehal	—	—	—	3,296 0 0 0
Pergunnah Coosargoun, 1 Mehal	—	—	—	1,443 15 7 3
				<u>6,605 8 4 3</u>
				<u>53,755 2 7 3</u>

“ I Maha Raja Radanaut, who am Zemindar of Pergunnah Havellee Pinjerah, having sold Pergunnah Salbaree, &c. in Sircar Tajepoor, belonging to Chuckla Ghoragaut, a Khalsa Mehal, which is registered at the Toomary Jumma of 53,755 2 7 3, of my own free Will and Accord, to Rada Gobind Ghose, the Son of Bulram Ghose, and Grandson of Nownut Ghose, for the Sum of

of 53,755 S^r R^r of good and lawful Money; this is to certify, That I have received the above Sum in Ready Money, and have paid it into the Company's Treasury, in Discharge of the Balance of my Zemindarry. In Confirmation of which, I have given this Receipt, that it may be produced when Occasion shall require.

" Translation of a Bengal Receipt,

" Received from Radanaut Ghose, the Purchaser, in the Bank of Subaram Paul, the Sum of S^r R^r Fifty-three thousand seven hundred and fifty-five, being the Amount Sale of the Pergunnah Salbaree, &c. Sircar Tajepoor, dependent in the Chuckla of Ghoragaut, &c.

" Dated 26th Jey 1191.

S^r R^r 53,755

Seal.

" Which Sum being paid into the Khalsa Treasury.

(Signed) " Sur Maha Rajah,
Radanaut Bahadur."

" The Governor General.—Upon Principles similar to those which dictated the foregoing Minute, I earnestly request that, as a Provision for Three of my eldest Domesticks, whose long and faithful Services I have no other Means of rewarding, the Board will be pleased to comply with the Durkhaut which I now deliver, marked D. It is a Petition for a Grant of Lands which are now vacant, and like those above referred to, in the absolute Gift of Government. By such a Grant the Company will obtain the immediate Payment of a Peishcuth or Fine of 20,000 Rupees, and an annual Addition to their Revenue of 200 Rupees.

(Signed) " Warren Hastings."

" Durkhaut of Etbar Aly Khawn, Mahomed Bully Mudien, and Ramlochan Ghose, for the Zemindarry of Pergunnah Azimabad.

" If your Honble. Board will be pleased to grant us the above Zemindary, we agree to pay a Nuzzerana of Rupees 20,000, and the Publick Revenue yearly, agreeable to the present Bundabust, being 2,10,721.

" We also pray that the Lands formerly allotted to the Tannah of Muckoah may be granted to us; and we agree to pay a yearly Revenue of Two hundred Rupees.

" Signed in Bengallie."

" The Board are extremely ready to comply with the late Governor General's Request in Favour of the native Servants who have acted under him; but as they expect Instructions from the Company, under an Arrangement of the Legislature relative to the Zemindary Rights of the Natives; and as the Board are not themselves fully informed whether the Lands pointed out in the Petitions are actually without any legal Proprietors, and are not sure but there may be collateral proprietary Claims from different Natives, relative to these Lands,

" Agreed, That the Whole be transmitted to the Committee of Revenue, with the following Letter:

" To Mr. William Cowper, &c. Members of the Committee of Revenue.

" Gentlemen,

" Enclosed we transmit you Copies of Two Minutes of the late Governor General, and of the several Papers accompanying them.

" We are not fully informed, whether the Lands pointed out in the several Petitions are actually without any legal Proprietors; and are not sure but that there may be collateral proprietary Claims from different Natives relative to those Lands; we have therefore transmitted the Whole for your Investigation of the Subject at large; and recommend it to you to make a general Report thereof to us.

" Fort William,
16th February 1785.

We are, &c.

" Extract of Bengal Revenue Consultations, the 18th May 1785.

" Read, the following Letter and Enclosure from the Committee of Revenue.

" To the Honble. John Macpherson Esquire, Governor General, &c. Council at Fort William.

" Honble. Sir, and Sirs,

" We have the Honour to lay before you a Copy of our Proceedings, on the Application of Radagobind

Radagobind Ghose, for a Sunnud for certain Lands in Dinagepore, referred to us by your Honble. Board, under Date the 16th February last.

Calcutta, 9th May 1785. " We have the Honour to be, &c.
(Signed) W^m Cowper, &c. Committee."

" Extracts from the Proceedings of the Committee of Revenue.

" Read, a Petition from Radagobind Ghose, transmitted by the Honble. Board to the Committee of Revenue,

" Conf. 3d March 1785.

" Having purchased Purgunnah Salbarree, &c. Habillee Penjera, from the Zemindar, I pray that a Zemindarry Sunnud may be granted me agreeable to the Petition of Rannee Seerisittie, and that the said Mehal may be separated from the Zemindarry, and made Hazzeir.

" Signed in Bengally,

" Revenue Depart^{mt}. A true Copy.

(Signed) " B. Aplin,
Asst^l Secr^y."

" Ordered, Radagobind Gose do produce the Bill of Sale executed to him by the Rajah of Dinagepore, at the next Meeting; and that the Dinagepore Naib, or authorized Vakeel in Calcutta, be required to attend at the same Time.

" Ordered, A Copy of this Resolution be translated for the Dewan.

" Conf. 14th March 1785.

" Translation.

" On the 13th of March last, an Order was issued by the Committee of Revenue, directing that Radagobind Gose should, at their next Meeting, produce the Deed of Purchase which he had received from the Rajah of Dinagepore, and that the Rajah's Naib, or Vakeel, should attend at the same Time.

" The Vakeel of Radagobind Gose humbly represents to the Committee, that Maha Rada Naut Behaudre, the Zemindar of Dinagepore, is an Infant; that the Ranny his Mother, and her Brother Junkeram Sing, who is the Naib of the Maja Rajah, and the Manager of his Affairs, executed the Deed of Purchase above referred to, and that the Naib is therefore the proper Person to be examined on this Subject; that at the Season which is now nearly arrived for settling the Bundabust of the present Year, the said Naib will be at the Presidency, and that he may then be examined in Person.

" Resolution. Agreed, That it remain for Consideration.

" Conf. 25th April 1785.

" The Preparer of Reports to the Revenue Department having had referred to him a Petition from Sadanund, the Vakeel of the Rajah of Dinagepore, complaining against Gunga Govind Sing, relative to the latter's Purchase of some Land appertaining to the Dinagepore Zemindarry; begs Leave to submit the same to the Committee's Consideration, as he understands that the Subject of it is already by the Honble. Board's Reference under their Enquiry.

" Khalsa,
the 14th April 1785.

(Signed) " Jonⁿ Duncan,
P. R. R. D."

" Enclosure from P. R. R. D.

" The Arzee from Sadanund, Vakeel of Maha Rajah Radanaut, Zemindar of Dinagepore.

" I was formerly a Servant of Maha Raja Beijnauts, deceased, and am now in the Service of Raja Radanaut. Whatever was the Due of the Sircar I have given it in; and being fully charged with all the Affairs of my Employer, I think it my Duty to represent whatever is his Right.

" At this Time Gunga Govind Sing having made a Deed of Sale for the Pergunnah of Salbarree, &c. in the Molaliek of Dinagepore, under the Seal of my Employers; and witnessed by Junkeram Sing, his maternal Uncle, in favour of Raja Gobind Gose, Son of Bulram Gose, People of Gunga Gobind; and signed by Ramnarain, a confidential Servant of his. He, Gunga Gobind, sent Junkeram Sing to Dinagepore, having frightened him with the Fear of the Loss of his Cast, to my Employer, for the Compliance of the Sealing of the Deed; which having effected, he, Junkeram, witnessed it at Candi, a House of Gunga Gobind's, and without the Consent of my Employer got Possession of the Receipts and other Papers: Now, I understand, that having got this Deed of Sale, Gunga Govind has presented a Dochact for the Sunnud of the above-mentioned Zemindarree to the Presence; and that the Gentlemen of Council have given an Order to the Gentlemen of the Committee of Revenue to that Effect; which Order is now about to be complied with.

" If this Sunnud is given, I humbly beg the Gentlemen to consider that it will be the greatest Hardship ever inflicted on an Inhabitant of this Country, since the Company first got Possession of it, as it is the falsest and most unwarrantable Claim ever made by a Mutfuddie of the Prefence from the Time of former Masters.

" The Zemindars of Burdwan Dinagepore, Kishenagur, and Bheerboom, are the most considerable of the Zemindars of Bengal, and would rather wish to make Purchases to encrease their Property, than sell any Part of it: Is then the Incapacity of my Employer so manifest as to oblige him to dispose of his? I will, in a separate Paper, explain other Reasons for the Falsity of Gunga Gobind Sing.

" I conceive that not only my Employer did not consent to it, but that neither Jankaram, or the Rannee Sahaliel did; she did not affix her Seal to the Deed; and even the Price of the Zemindance has not been paid. Gunga Gobind Sing writes in the Deed, that the Mehals of the said Pergunnah are yearly decreasing, and that being unable to settle the Country, my Employer is obliged to pay the Malguzzarree from his own Property; this is entirely false, as will appear in the Paper of the Bundabust of Mr. Macdowal of the Year 1190 Bengal, and that so far from it, he has made great Profits.

" Gunga Gobind Sing took the Ijara of Salbarree, &c. in the Name of Rada Gobind aforesaid, in the Year 1191. If it shall be asked him, how this Bundabust was settled, every Thing will then manifestly appear.

" It has been the Orders of former Chiefs, and is now an Order, that no Zemindar, without the Knowledge of the Prefence, and independent of this it is forbid by the Governor General in Council, as well as by the Shafter and Books of Law, that a Person under Age shall dispose of his Property, or make a Purchase; nor can his Mother, or his Guardian, do it for him.

" I request the Gentlemen to consider that my Employer was a Child of about Eight Years of Age; and that Jankaram Sing having fallen into the Power of Gunga Gobind, was obliged, against his own Inclination, to write the Deed; but the Rannee did not even affix her Seal, neither did my Employer receive any Money for the Sale; all this was transacted without the Consent of my Party, by the Injustice and Machinations of Gunga Gobind.

" I am now therefore hopeful, that from the Kindness and Favour of the Gentlemen, an Order may be given to the Gentlemen of the Committee not to give the Sunnud, and that Gunga Gobind may be obliged to restore the Deed of Sale, and other Papers. In this, my Employer, and his Mother, will have to praise the Justice and Humanity of the Gentlemen, and the Malguzzaries of the Sircar will be duly given in, &c.

" A true Copy.

(Signed) " G. C. Meyer,
Att^r P. R. R. D."

" Ordered, That a Copy of the enclosed Persian Paper be delivered to the Dewan; and that he be directed to lay before the Committee, at the next Committee, the original Caballah mentioned in the above Paper: Ordered also, That the Vakeel of the Dinagepore Zemindar do attend at the same Time.

" Conf. 28th Apr. 1785.

" The Dewan being called upon for his Answer to the Dinagepore Petition, recorded the last Consultation, he delivers in the following Answer:

" Dewan—As I received the Arzee of the Vakeel of the Dinagepore rather late, and as the Matter contained in it is very prolix, I request the Committee will allow me till next Meeting to prepare my Reply to it, which I have not yet been able to draw out.

(Signed) " J. Caldecot,
Att^r Ass^t P. T."

" Ordered, That he do deliver in his Answer at the next Consultation.

" Conf. 2d. May 1785.

" The Dewan delivers in his Answer to the Dinagepore Petition, as directed at the last Consultation.

" Ordered, That it be translated.

" Extract Proceedings of the Committee of Revenue, the 9th May 1785.

" Read, the following Petition from the Zemindar of Dinagepore.

" Maha Raja Radanaut.

" Sudanund, my Vakeel, who was an old Servant of the late Rajah Biganaut, attends at the Huzzoo on my Behalf, and manages all my Business there. Gunga Govind Sing has collusively obtained a Deed of Sale for Pergunnah Salbarree in Havillee Penjerah, &c. under my Seal, and the Signature of my Uncle Jonkyram Sing, in the Name of Rada Govind Ghose, Son of Bubram Ghose, drawn out by a Man of his own named Bamuarain. Jonkyram Sing being at Caundhee at the Time of Gunga Govind Sing, the latter obliged him by Threats, respecting Disgrace of

Cast, to sign the Bill of Sale, and to forward it to us to receive the Confirmation of my Seal ; and he at the same Time extorted from him against his Will a Kubz-ul Waffool Dackela, &c. in all Nine Papers. I understand from Suddanund, my Vakeel, that he is now soliciting a Sunnud from the Committee for this Pergunnah, upon the Strength of this false Bill of Sale. The Zemindars of Burdwan, Nuddea, Burbhoom, &c. are always endeavouring if possible to add to the Size and Consequence of their Zemindars by purchasing, not to diminish by selling :—Am I reduced to any such Distress that I should sell Pergunnah Salbarrie ? The Truth is, that he has extorted this Bill of Sale entirely against the Will and Consent of my Mother the Rannie, my Uncle Jonkyram, and myself. The collusive Means he made use of to extort it, will be explained more fully by my Vakeel Suddanund ; my Mother never authenticated the Papers with her Signature, nor did I ever receive the Purchase Money, or any other Consideration.

“ Gunga Govind Sing states in the Deed of Sale, that the Pergunnah Salbarrie is going to Ruin ; that I cannot keep it in a State of Cultivation, &c. Whether this is true or not, you will be informed by Mr. Macdowall's Bundabuff of this Province for the Year 1190. The Pergunnah is a very profitable One, and in a very flourishing State ; Gunga Govind got it in Farm for the Year 1191, in the Name of Rada Govind Ghose ; let him then be asked, how much Revenue he paid to Government ; and then judge if this Pergunnah was in a ruinous or deplorable State. It has already been an Order both before and since the English Government, that no Zemindar shall sell a single Biswas of his Zemindary, without an express Order from the ruling Power. Please then, Gentlemen, to consider, whether it is likely that I should dispose of a considerable Pergunnah belonging to my Zemindary (of my own Free-will and Consent) without the Orders of Government. I am a Boy of only Nine Years of Age. My Uncle Jonkyram has had the Misfortune to fall into the Clutches of Gunga Govind Sing, and has been forced into this Measure against his Will : My Mother's Refusal to sign the Deed of Sale, and mine to receive the Money, are sufficient Evidences of our Displeasure and Dissatisfaction on this Head. Do me Justice ; let not a Sunnud be given Gunga Govind Sing ; but let him be ordered to deliver up the Paper he has unjustly obtained.

(Signed)

“ G. Dandridge,
P. &c. B. T.”

“ A Petition from the Rannee accompanied this, corresponding with it verbatim.

“ The Dewan's Answer to the Complaint of the Zemindar of Dinapore, respecting the Sale of Pergunnah Salbarrie being translated, is now laid before the Committee—That I employed Ramnarain to draw out the Bill of Sale, that I threatened Jonkeram Sing with the Loss of Cast, and that I employed him to forward the Deed to Dinapore for the Rajah's Confirmation, is totally false ; Ramnarain is here, let the Hand Writing of the Deed be examined ; as to my threatening Jonkeram with Disgrace of Cast, there is not the smallest Foundation for such an Assertion ; on the contrary, I have always been his Friend and Support : Many Years ago there was some Dispute about a Point of Cast between us, but this was settled. This Story is now trumped up, to give a specious Colour to the pretended Extortion of the Bill of Sale ; let Jonkyram Sing be questioned upon Oath to this Point ; the Matter will then appear clear. When did Jonkyram come here, that I could give the Deed of Sale into his Hands ?—He always lives at Dinapore, and his House is at Moza Nulie : He came down here indeed in the Month of August to celebrate his Daughter's Marriage, at which Time his Father died ; he was therefore obliged to stay some Time to perform some religious Ceremonies on the Occasion, and at the Time the Funeral Rites of my Mother were celebrated, to come to my House. Of his own Free-will and Consent he signed the Deed of Sale in the Presence of Suddanund and Bulram Ghose. I asked him, if the Rannee and himself were satisfied, and that if he could declare this upon Oath ? He instantly declared upon Oath, that both the Rannee and himself were perfectly and entirely satisfied. Let the Vakeel and Bulram be called upon to declare what passed on this Occasion : The Deed of Sale was obtained in this Manner.

“ The Zemindar and I are nearly related and connected ; Bulram Ghose married the Rannee's Sister, and Rada Govind Ghose is the Issue of that Marriage ; Jonkyram is Brother to the Rannee. I told Bulram One Day as follows :

“ There is some Deficiency in Pergunnah Havelly Penjirah, and besides it is incumbered with some Debts. The Rannee has always wished to make over to me a small Part of the Zemindary ; if she likes, let her dispose of Pergunnah Salbarrie at a reasonable Price to your Son Rada Govind Ghose, as it is a Boundary Mehal. Bulram approving of this Proposal, consulted Suddanund, and, in Conjunction with him, wrote to the Rannee and Jonkyram, who agree that the Realization of the Mulgazanie could not be accomplished without a Sale of some Part of the Zemindary, and that this being the Case, it was better to dispose of it to a nearly-connected Relation, than to a Stranger ; they wrote thus to Bulram, and sent down to him the Deed of Sale under the Rajah's Seal : Bulram and the Vakeel accordingly delivered to me, with every Appearance of Satisfaction and Consent, the Deed of Sale, with the other Vouchers, telling me at the same Time, to transmit them speedily to the Huzzoor and obtain the Sunnud ; that I should expedite the Matter as much as possible, for we had many common Enemies, who would be endeavouring to set aside this Act ; and that if we failed,

failed, it would bring some Disgrace on both Parties. Some Time afterwards Jonkyram came down from Dinagepore on the Occasion before-mentioned, and came to my House to the Entertainment given in consequence of my Mother's Death; here he, at his own Request, of his own Free-will and Content, signed all the Papers in the Presence of Bulram and Suddanund; and from him I learned the certain Confirmation of the Rannee's Consent; in consequence of which I represented it to the Governor (Mr. Hastings), and told him I had the Money ready, and would, with his Permission, pay it to the Rannee, and confirm the Sale by the Attestation of the Canongoes and the Cazees Seal: The Governor approved of this, and submitted it to the Council; this is the Whole of the Transaction.

" From the Style and Purport of the Arzee delivered by Suddanund, and from the repeated Falsehood contained in it, it is clear beyond a Doubt that this Arzee has been fabricated by my Enemies. From your Enquiry, every Circumstance will appear in its true Colours. With respect to the Alienation of Parts of Zemindaries, the Extent and Consequence of the great Zemindars depend in a great Measure, on the Favour and Countenance of the ruling Powers.

" By what Means did this Zemindar Dinagepore get Possession of Pergunnah Buttrassun, after the Death of Rykobad Chowdry, in 1158; of Pergunnah Coolygong, after the Death of Sahebance Chowdranee, in the same Year, notwithstanding her Heirs existed; and of Pergunnah Suntoe, &c. during the Life of Sunboonaut, the Zemindar, in 1167, all without Right, Title, or pecuniary Consideration? This has been the Case with many Pergunnahs in his Zemindary, and indeed exists in many other Zemindaries besides this since the Company's Accession. Ramkishen, in 1172, got Possession of Noorulloor, the Zemindary of Mahomed Ali; the Pergunnah of Ichanguipour, &c. was in Three Divisions in 1773. The Petition of Govind Deo Sheopersaud, was made over to the Son of Bouffer Chowdry, Possessor of the Third Share. Pergunnah Barkerbund belonged to the Zemindary of Rannee Bhowanny, and in 1180 was made over to Lokonaut Nundee. All these Changes took place in the Life-time of the rightful Possessors, without Right, Title, or Purchase. From the earliest Times, Transfer of Zemindary Lands have always depended on the Will and Pleasure of the ruling Power. You are Masters. My Answer and the Deed of Sale are both before you. Order as you please. With respect to my having extorted the Deeds by unfair and collusive Means, it is a vague indeterminate Charge, and so which, till it is more specifick, I can give no Answer. How can I know that the Rannee and Jonkeram are dissatisfied? They have given us an Instance of it indeed, that the Rannee's Signature was not made, and that the Purchase Money was not paid. I never required the Signature of the Rannee; as to the Money, it has been in Deposit from that Time to this: How could I pay it without the Permission of Government?

" These Two Points do not at all prove that they were dissatisfied, or that they refused to ratify the Agreement, they say Gunga Govind Sing stated in the Deeds, &c. Gentlemen, it was not my Business to write the Bill of Sale, nor did I write it. As to the Mention of the ruinous State of the Pergunnah, and the Deficiency of Assets in it, this is the Form of the Deeds of Sale: The Vakeel states, that I sent the Deed to Dinagepore, through Jonkyram, to get the Rajah's Confirmation. By his Account then the Deed was in Jonkyram's Possession. He had no Mohussil over him. If he did not himself allow the Pergunnah to be in the State described, how came he to suffer so unjust and injurious an Assertion to stand in the Deed? This they now deny, by desiring the Committee to ask Gunga Govind Sing at what Jumma he farmed it, and what Revenue he paid to Government. The Farm was given in the Name of Rada Govind Ghose, and a Person went on his Part into the Mohussil, but never got entire Possession. There was an Aumeen in the Pergunnah on the Part of the Zemindar, who gave the monthly Towjee to Rada Govinda's Man, according to what he collected. But how came the Profits and Losses of the Zemindary to be ascertained till the Bunderburst is fixed at the Sudder; if the Bunderburst and Doul Kistbundy of the Malguzannee has been fixed, let it be proved, and any certain Source of Profit must be discovered. With regard to the Orders of Council, " That no Zemindar shall sell his Lands without an Order of Government," I have not seen them; if he had them, I put no Mohussil over him to extort the Deed, nor did I particularly press Jonkyram and the Rannee to the Execution of it; what unfair or collusive Means have I then made use of to obtain it? If he has such an Order in his Possession, the Deed must have been extorted by unfair Means; now as no such Means were made use of, he is clearly in the wrong in this Point. He states, that the Mothers, or Guardians of Infant Zemindars, have no Power to dispose of their Zemindaries; from this it clearly appears, that the Sale was made of their own Free-will. To prove the Sale invalid, he states, that the Rannee never signed, and the Money was never paid; I have answered this above; his own Representation serves to prove that no unfair Means were used by me in obtaining the Deed. The Rannee is Mistress of the Zemindary, and Jonkyram Sing is Guardian to the Zemindar; by the Vakeel's Account, these Two are invested with full Powers from the Huzzoor; and in consequence a Child has been raised to the Zemindary: Buying, selling, and every other Concern depends upon them; and, according to the Shaster, must do so till the Zemindar arrives to Maturity. Let the Pundits be questioned to this Point.

(Signed) " G. Dandridge,
P. & B. T.

" The

" The Committee reverting to their Proceedings of the 3d and 14th March, 25th and 28th April, and 2d May, orders that such Extracts of those Proceedings as relate to the Board's Orders respecting the Purchase of Purgunnah Salbarriah, together with Copies of the foregoing Petition, and the Dewan's Answer minuted this Day to be transmitted to the Honble. Board.

" True Extract.

(Signed) " J. Seton,
Att^y Secy."

" Proceedings of Council.

" Mr. Stables delivers in the following Minute, and Papers on the above Letter, and Enclosure, 18th May, from the Committee of Revenue, and desires that they may be circulated for the Opinions of the Members of the Board.

15th May 1785.

" Mr. Stables.—I have perused the several Papers on the Subject, and am sorry to observe, that the Committee of Revenue are totally silent on the most material Points therein, and sending the Petition to them, had only been so much Time thrown away : M. Stables's Minute.

" I mean the actual Value of the Lands in Question; what the Amount derived from them has been in the last Year, and what Advantages or Disadvantages to Government by the Sale, and whether in their Opinion the supposed Sale was compulsive or not. But it is not necessary for the Discussion of the Question regarding the Regularity or Irregularity of the pretended Sale of Salbarry to Gunga Govind Sing the Dewan, to enter into the particular Assertions of each Party.

" The Representations of the Rajah's Agent, confirmed by the Petitions of his Principals, positively assert the Sale to have been compulsive and violent, and the Dewan as positively denies it, though he fears he expresses that their common Enemies would set aside the Act before it was complete, shew certainly that they were sensible the Act was unjustifiable if they do not tend to falsify his Denial.

" But it is clearly established, and admitted by the Language and Writings of both Parties, that there has been a most unwarrantable Collusion in endeavouring to alienate the Rights of Government contrary to the most positive original Law of the Constitution of the Provinces, that no Zemindar, or Landholder, paying Revenue to Government, shall be permitted to alienate his Lands without express Authority of that Government.

" The Defence set up by Gunga Govind Sing does not go to disavow the Transaction; for if it did, and the Deed of Sale, &c. produced by himself, and the Petition to the Board for its Confirmation, would detect him on the Company. He openly admits its Existence, and only strives to shew that it was a voluntary One on the Part of the Ranny, and the Servants of the Rajee. * See in Orig.

" Whether voluntary or not was equally criminal in Gunga Govind Sing as the Publick Officer of Government; because, diametrically opposite to the positive and repeated Standing Orders of that Government for the Rule of his Conduct as Dewan and Native Guardian of the Publick Rights entrusted especially to his Care :

" Because it was his Duty, not only not to be guilty of a Breach of those Rules himself; but as Dewan, and exercising the official Office of Canongoe, to prevent, detect, expose, and apprise, his Employers of every Instance attempted to the contrary :

" Because it was his Duty to prevent the Government being defrauded, and the Rajah, (a Child of Nine Years old), robbed of his hereditary Possessions, as he would have been if this Transaction had not been detected; whereas, on the contrary, the Dewan is himself principal Mover, and sole Instrument in that Fraud and Robbery, if I am rightly informed, to the Amount of 42,474 Rupees in Perpetuity, by which he alone was to benefit : And because he has even dared to stand forward in an Attempt to obtain our Sanction, and thereby make us Parties to (in my Opinion) a false Deed and fraudulent Transaction, as his own Defence now shews the Bill of Sale and all its collateral Papers to be.

" If Offences of this dark Tendency and Magnitude were not to be punished in a publick Manner, the high Example here set the Natives employed under the Government by their First Native Officer, would very soon render our Authority suspicious and contemptible, and operate to the Destruction of the Publick Revenues. I will not dwell further on the Contradictions in these Papers before us on this Subject.

" But I beg Leave to point out how tenacious the Government have been of ensuring implicit Obedience to the Rules on this Subject in particular, and to prohibiting Conduct like that here exhibited against their Publick Officer; and how sacredly they have viewed the Publick Institutions on this Subject, which have been violated and trampled on. It will suffice to shew their publick Orders on a similar Instance, which happened some Time ago; and which the Dewan, from his official Situation, must have been a Party in detecting.

" I desire the Board's Letter to the Committee on this Subject, dated 31st May 1782, may be read; and a Copy be annexed to this Minute.

" I therefore move the Board, that Gunga Govind Sing may be forthwith required to surrender the original Deeds produced by him as a Title to the Grant of Salbarry, in order that they may be returned to the Rajah's Agents to be made null and void.

" I further move the Board, that the Dewan Gunga Govind Sing, together with his Dewan Praun Kishen Sing his Son, and all his Dependants, be removed from their Offices; and that the Roy Royan Rajah Rajebullub, whose Deputy only Gunga Govind Sing virtually is, be reinstated in the Exercise of the Duties of his Department; and that Gunga Govind Sing be ordered to deliver up all official Papers of the Sircar to the Committee of Revenue, and the Roy Royan; and that they be ordered accordingly to take Charge of them, and finally settle all Accounts.

" In proposing the Roy Royan for the Charge of the Duties vacated by the Removal of Gunga Govind Sing, for the present I intend only to revert to the original Institution of the Department for the Management of the Revenues; and in Conformity to the Court of Directors Orders in the 44th Paragraph of their General Letter 4th July 1777, which I desire may be annexed to this Minute, and by no Means from any Preference or Predilection for him, or any other Native. He is, in my Opinion, the regular and legal Native Officer of the Revenue Department, at the Annual Income of 74,222 R^s, in holding a Jaghire in lieu of an official Salary as Roy Royan, and the proper Person now to be called upon; but I have no Objection to empower the Committee of Revenue at the same Time to take and adopt such a Line of Restriction and Controul over him as shall prevent his obtaining and exercising any undue Influence over the Natives.

" Hereafter, I trust we shall adopt some System for the Collection of the Revenues, that will at least destroy all undue Influence and Power on the Part of the Native Dewans or Agents, if not render such Appointments altogether unnecessary, otherwise I must fear the late Act of Parliament, however it may restrain and tie up the Hands of Europeans, will not correct the Evil it professes to remedy.—I much wish undue Native Influence in every Quarter destroyed.

" In regard to the Removal of Gunga Govind Sing, his Son, &c. I have Doubt in my own Mind of Expediency and Policy at this Time, and the Justice and Necessity of it.

" The Cries and Complaints of the Natives in general, shew how unworthy he has been of his Trust, and the improper People he has employed under him, in which we have a singular Instance in the Person of Bulram Ghose, who is now under Confinement and Examination for Forgery, and who, under such Circumstances, was recommended by Gunga Govind Sing to the Dewan of Nudder, to controul One of the most ancient Bramin Families in Bengal.

" The various Complaints against them, kept back, I apprehend, only by their Continuance in Office, and by that Means the utmost Impossibility of enquiring into the Truth of them in the very Line where the Injured are to seek and expect Redress; the great Difficulties, if not Impossibility, of realizing the great Arrears of Revenue of past Years, and the adjusting and closing the Publick Accounts while they remain in Office:

" The Incapability of the Offices of Dewan and efficient Canongoe being vested in One and the same Person, as they here in fact are, the Naib and Son of the Dewan exercising the Office of Canongoe, which by its Institution was meant, and ought to have been a Check over the Office and Accounts of the Dewan; so that we must see, what we have little Reason to expect, Praun Kishen Sing Canongoe examining and checking the Accounts of Praun Kishen Sing Naib Dewan; and in like Manner, of the Dewan Gunga Govind Sing his Father; or we must suppose that the Canongoe sacrifices or neglects his Duty, and renders the Institution abortive and a useless Expence. These and other Reasons have weighed with me for their Removal. I consider it a Justice due to the Publick, and Retribution we owe to the Complaints of the Natives, who look up to us and have a Right to Redress; and I am fully persuaded and satisfied in my own Mind, that besides the Expence that will be saved to the Company, their Removal will be productive of general Relief and Benefit to the Country and the Company.

" Extract of Letter from the Honble. the Governor General and Council, 31st May 1782.

" Par. . As it is an original and immemorial Law of the Constitution of these Provinces, that the Zemindar or other Landholders, paying Revenue to Government, shall not be permitted to alienate his Lands without the express Authority of Government; and as the Law has been confirmed by repeated Publications on the Part of the Governor General and Council, we approve of the Steps taken by you in the Instance before us, and strictly enjoin you to prevent every Attempt to defeat it under whatever Authority, by expelling the Persons who shall attempt to usurp the Possession, and proceeding against him as the Disturber of the Peace, in every Case of Opposition, and either replacing the Lands in the Possession and Charge of the original Proprietor, or appointing Aumils, or other Officers on the Part of Government, to take Charge of the Lands on the Behalf of the Company and of the Proprietors.

" Extract of a Letter from the Court of Directors to the Governor General and Council, dated 4th July 1777.

" Par. 44. The Roy Royan was the regular Channel of such Communications as require the Interposition of a Native, and not Gunga Govind Sing, whose Dismission from the Calcutta Committee had rendered him an improper Person to transact Affairs of such Moment to the Company.

" Ordered, That the foregoing Papers be circulated accordingly.

" Extract

“ Extract Bengal Revenue Consultations, 24th May 1785.

“ Governor General.—Though I fully approve of the Principle upon which Mr. Stables proposes the Dismissal of the Dewan Gunga Govind Sing from Office, together with his Son and his Dependants, yet the Measure involves such important Consequences, and ought to be justified by so regular and dispassionate an Investigation, that I cannot assent to it; but after such an Investigation has taken place, and after Proofs of the Dewan's Delinquency in Office are so well established that his Dismissal shall appear not only to the Natives, but to the Company, an Act of deliberate Justice; in that Event I would not think Removal from Office a sufficient Punishment; Justice should go further; and his Atonement to the Injured and to his Employers should be proportioned to his Injustice to both.

“ I am the more induced to wish to observe so regular a Rule of Justice towards Gunga Govind Sing, relative to the Accusations under which his Dismissal is now proposed, because the late Governor General, in his Address to the Board on the 28th January last, proposes to us, as Part of the Reward of Gunga Govind Sing's Services to the Company, the Confirmation of the Grant of Lands, for obtaining a Title to which it was now recommended to dismiss him entirely from his Employment.

“ The Declaration of the late Governor General is too pointed and remarkable not to entitle the Person in whose Favour it is made to at least an Examination of his Defence before he is condemned. Mr. Hastings says, ‘ That the Regret which he cannot but feel in relinquishing the Services of his Honourable Employers would be much imbibed, were it accompanied by the Reflection that he had neglected the Merits of a Man (viz. Gunga Govind Sing) who deserved no less of them than himself.’ He then addresses himself to the Board, and among other Requests in Favour of the Dewan, recommends it to them to grant a Sunnud for the Pergunnah Salbarree, which he had already actually purchased.

“ It is for the Irregularity and supposed Inequity of this Purchase that a Motion is made to Gunga Govind Sing's Dismissal; it is stated to be a Dismemberment of a Zemindarree, contrary to the constitutional Laws of Government, that the Deed of Sale was obtained by Compulsion.

“ That the Zemindar is a Minor, and the Orders of Government were expressed against such a Transfer; that he, as the principal Servant of Government, ought to have checked and prevented so illegal a Transaction; and that after all, it appears even in Gunga Govind Sing's Defence, that the real Value of the Lands were never paid to Government or to the Zemindar.

“ To these Charges Gunga Govind Sing answers, and desires that Ramnarain, who is said to have drawn out the Bill of Sale of Salbarree for him, should be examined, and his Hand compared with the Writing of the Bill of Sale; that the Story of his having extorted the Bill of Sale by threatening Jankyam Sing with the Loss of Cast, is trumped up against him by his Enemies; and he desires Jankyam Sing to be put upon Oath about the Transaction: For that he signed the Bill of Sale voluntarily, in the Presence of Sadanaud and Buham Ghose, declaring at the Time, upon Oath, that the Rannee, who is Sister to Jankyam, was satisfied with the Transaction; that he consulted Mr. Hastings about the Purchase, who approved of it, and laid all the Papers before the Council, in order that a regular Sunnud might be issued; that the Alienation of the Lands of Salbarree from the Zemindarry in Dinagepore is not contrary to established Custom, nor the Rules observed since the Company's Accession.

“ He states, how the Zemindarry of Dinagepore was formed from other Zemindarries; and quotes different Instances since the Accession of the Company, of the Dismemberment of Zemindarries.

“ He states, that the Rannee's Name was not necessary to legalize the Bill of Sale, and that he could not pay the Money in Deposit without the Order of Government; and he denies that the Pundits may be examined relative to the Law of the Lasta, to ascertain whether Jankyam Sing and the Rannee's Agent had not full Power to grant the Bill of Sale during the Minority of the Rajah, as it was in their Management he was invested with the Rajahship.

“ I shall give no Opinion on the Merits of the Defence of Gunga Govind Sing, or of the Charges against him, till these Points on which he rests his Vindication are examined.

“ He is placed now in an extraordinary Predicament; he and his Son were arraigned before the Board, and on Complaint produced against them by Mr. Stuart, at the Instigation of Ramjee Mull, the Board sat, for Six Hours investigating the Business, as appears by our Consultations.

“ Examining Evidence viva voce, his Defence against those Charges has not been yet read or decided upon; though, from what appears upon the Investigation, it was easy for him to make a good Defence. A separate Commission of the Company's Servants is likewise investigating his Conduct in Charges of a more serious Nature, which, if proved against him, must affect not only his Office but his Life, and which, if disproved, must shew, that he has been most cruelly and unjustly accused; The Board know my Sentiments relative to him fully. I believe he has had too much Power, and has been too long in Charge of an Office in which no Native can act with Moderation, or without Acts of Oppression, as Affairs are situated.

“ The Board know that I wish the Committee could act without Gunga Govind Sing's Assistance, or that of any Native Dewan; the Question has been put to them, and they will give their Answer.

Answer : At present, Gunga Govind Sing can neither posses or exercise an improper Influence ; the Reason is obvious—a new Dewan could not be so easily restrained.

“ To remove Gunga Govind Sing upon a general Principle of Expediency ; I would have no Objection to it if there was any other Native in whom the Committee could confide to carry on the Business of his Office, or who had Abilities and Character suited to the Trust, and for whom the other Members of the Board, or the Committee, would be responsible:—Such a Native I do not at present know ; and at present the Opinion of the Committee is, a Responsibility to which I trust, in favour of Gunga Govind Sing.

“ Gunga Govind Sing is not himself desirous to be continued in Office, he fees that he has lost the Confidence of a Majority of Government, and he knows that he has no Dependence to place upon my Support beyond the Moment that either past or present Misconduct is proved against him ; a fair Trial, in my Accusations that were preferred against him, was the only Support I promised him for his Exertions in realizing the Balances of this Year's Revenue ; and the Board heard the President of the Committee declare, that, in Return for the promised Support, some Lacks of Rupees were recovered that might otherwise have been involved in a Balance standing over to another Year.

“ The Office of the Roi Raan is, in fact, that which the Committee now collectively exercise, and specially in the Person of their President, as Comptroller over the Revenues at the Khalsa, ordering and enforcing the Payments of the monthly Installments of Revenue by the Tongee Account of the Month.

“ The Rajah Rajebullub is called by Roy Royan, but that Title has not vested him with the Office, nor I fear with either the Abilities or Experience to execute that of the Dewan.

“ If the present Dewan is removed, I imagine that the Governor General, as First executive Officer of the Government, and the Person to whom the Natives should look up, and as being officially First in Controul over the subordinate Departments of Government, should be asked, whether he would propose a Successor to the dismissed Dewan ? Had the Question been proposed to me, my Answer would have been, that I know no Native worthy of the Trust, or capable of filling it ; but that I would leave the Selection of the Person and the Nomination to the Committee of the Revenue, whom I held fully responsible for the Management and Controul of their Department, and to whom the Dewan ought to look as his immediate Superiors.

“ By this Remark I mean only to shew, that upon every Principle of sound Policy, the Nomination of the Dewanship should not be made independent of the Approbation of the Committee ; I mean by no Means to insinuate, that if I had any Person to recommend to the Office, the Board would not readily nominate him ; Mr. Stables knew I had no such Person in View, and that I would not recommend any Native to such a Trust : He proposed the Roy Royan as holding a Species of nominal Right to the Office.

“ To conclude, I am sorry to be obliged to move, that Mr. Stable's Motion for Gunga Govin Sing's Surrender of the Title Deeds for the Grant of Salbarree to the Rajah's Agent be adjourned to a future Day, and that the Question be not decided upon till the Subject is fully investigated, and the Evidence proposed by Gunga Govin Sing in his Defence, is examined, and the Result recorded for the Determination of the Board. If the Title Deeds are to be restored to the Raja, the Justice of the Board should be conspicuous and exemplary, and appear founded upon fuller Evidence than the Complaint of the Vaqucel.

“ To Mr. Stable's Second Motion, for the Removal of the Dewan Gunga Govin Sing from Office, as well as the Removal of his Son and all his Dependants, I cannot assent on the Principle of my Objection to the First Motion, till his Delinquency is proved ; for admitting, what has not yet been proved, that the positive and repeated Orders of Government forbid the Dismemberment of Zemindars, it is evident that it was only the special Authority of Government itself that could, in the present Instance, enable Gunga Govin Sing to deviate from established Orders. The Title Deeds for the dismembered District were laid before the Board ; the whole Transaction, except that Part of it which was exceptionable from its being compulsive, was to appear in Detail before the Committee and before the Board, nor did the late Governor General conceive it was in any Part of it illegal or irregular : He left it implicitly to the future Determination of the Board after his Departure, as a Recommendation to them.

“ To the other general Reasons for the Expediency of removing the Dewan, I shall make no particular Reply, nor to the Inconsistency of leaving the Offices of Canongo Dewan and Deputy Dewan in the same Family ; this Incompatibility in the Tenure of Offices has been of long standing. I see and admit the Force of these Objections, and mean by no Means to be the Advocate of the Dewan or his Son. I only contend for that Regularity and Form in our Proceedings, which would shew them to the Natives and our Employers to be equally replete with a Zeal for the publick Good, and with that deliberate judicial Consistency, which constitutes the Dignity of Justice, and gives Effect to Punishment. If it shall appear that Gunga Govin Sing did extort, through unjust Influence, the Title he pretends to have purchased so fairly and regularly, I shall be the first, not only to agree to his Dimission, but to a more severe Punishment.

“ Should a Loss of Revenue, or other Embarrassments, arise from his Removal in consequence of such a Crime, our Employers would bear it with Pleasure ; but after the Character left upon Record by the late Governor General of Gunga Govind Sing, the Company will expect regular

See in Orig. Proofs of * Management and Delinquency to justify his Removal, or the putting of other Native Agents

Agents in his Place. I think there can be no little Fear, after the Accusations that have already come forward against him, but the Natives will make Complaints. The Danger is upon the other Side, and should make us cautious not to admit general Charges without Proof against him. The Precedent is a bad one in any Country, but especially in Bengal. The outstanding Balances, and their Magnitude since the Management of Gunga Govind Sing, would make a very heavy Charge against him; but upon the other Hand, if he can prove that a greater Revenue has been realized from the Provinces during his Service as Dewan with the Committee of Revenue, than in any preceding Period of the Administration of the Revenue, he has a substantial Claim to Justice: for my own Part, I shall be fully satisfied if the Issue of our present Improvements and Discussions about the Revenue, will be as complete a Collection on the 12th of April next Year, as has been realized on the 12th of April last. I dread the Reverse, and my Fears on the Subject have made me dwell so long upon the Arguments used in this Minute.

(Signed) " J. McPherson."

" Mr. Stables.—I have perused the Governor General's Sentiments on my Minute recorded the 18th May. I adhere to the Facts and Opinions before stated by me, and now add a Paper with Mr. Vansittart's, one of the ablest Servants of the Company's Signature to it, to afford the Board the most satisfactory Information in this Transaction.

" The Facts are proved to my Conviction by the Papers delivered in by the late Governor General, and by the Dewanne's own Defence, and in my Opinion no other Investigation is necessary before his Removal from Office.

" I agree to order the Committee of Revenue to make the Settlement, but I cannot consent to the Interference of the Dewan in it.

" Soon after Bulram began to act as my Dewan in the Collectorship of Nuddea, he informed me that he was related to the Zemindar of Dinagepore, and mentioned an Attempt that had been made by Gunga Govind Sing to obtain Pergunnah Salbarree, &c. which were a valuable Part of that Zemindarry. He appeared equally dissatisfied with Gunga Govind Sing for the past, and jealous of his Designs in future; but he never requested any Assistance till the End of November last, when he informed me that Gunga Govind Sing was renewing his Attempt under an Advantage which almost insured his Success. The Circumstance alluded to was the Marriage of Janketani's Daughter, at which it was necessary that for the Preservation of the Honour of the Family that the People of the same Cast should be present; but Gunga Govind Sing has threatened to keep them away unless Deeds were executed to transfer to him the Property of Pergunna Salbarree, &c. I endeavoured to represent this as a trivial Circumstance, and to persuade him to disregard the Absence of those Persons; but I found that it was so serious a Matter, that the Loss of these Pergunnahs would have been considered a less Evil. Bulram and Sidanund called upon me afterwards with a Petition for the Governor General, and Copies of the Deed. Seeing that the Bill of Sale stated that a Consideration had been given, I pointed out this Circumstance, but was told that it was fictitious, no Money having been paid. I offered to speak to the Governor General immediately, but was desired by Bulram to wait. When the Time arrived for speaking, the Governor General resolved to embark for England, and was afterwards so much engaged in Business, that I had not a good Opportunity of mentioning this Matter to him. I also know that he had not

Time to make the Enquiries necessary in order to ascertain the Truth; for I considered it merely as an Accusation, and thought it possible that Gunga Govind Sing might have paid the Consideration stated in the Bill of Sale, and fairly purchased the Pergunnahs. I was laid by Bulram under a particular Injunction of Secrecy, that I should not have thought myself authorized to have mentioned the Circumstances to any Person but the late Governor General, unless an Appeal had been made to me by One of the Parties. I now readily give my Testimony, with this Remark, that I have only heard the Representation of One Party, which may be refuted by the Defence of the other.

" Beercool, 16th May 1785.

(Signed) " H. Vansittart."

" The Letter relative to the Dewan should be separate from that relative to the Settlement; and I move, that it be written in the following Terms:

" The Dewan Gunga Govind Sing being under Accusations relative to the Purchase of the Zemindary of Salbarree, we wish you not to employ him in conducting the Settlement, if you can act without his Assistance, until his Conduct is cleared up; and we authorize you to direct the Preparer of Reports to investigate upon Oath the Evidence to which the Dewan appeals for his Justification in the Transaction of the Purchase of Salbarree, and to report the same to the Board through your Committee.

" As I do not wish to carry any of these Questions by my Casting Vote, I agree to take Mr. Stuart's Opinion in Circulation upon them, if his State of Health will permit him to give it in Three or Four Days.

(Signed) " J. M^r P."

" Extract

“ Extract of Company's Revenue Letter to Bengal, dated 26th August 1788.

“ Par. 3. We have very attentively perused all the Proceedings referred to in these Paragraphs relative to the various Forgeries on the Company's Treasuries, and lament exceedingly that the Parties should have been kept so long in Confinement without being brought to Trial. We find that Ghalaum Ashroff, One of the principal Parties concerned in these Forgeries, has remained in Custody ever since the Month of August 1782; yet no Steps were taken towards investigating the Matter until February 1785. A rigorous and unnecessary Imprisonment previous to Trial must, in any Country, be deemed a Hardship; but in such a Climate as India, a long Confinement must be considered as doubly severe. We therefore direct that, in future, the speediest Methods be pursued for ascertaining the Guilt or Innocence of Persons who may hereafter be accused of similar or other Offences.

“ 4. Upon perusing the Proceedings of the Commissioners, instituted at Chitpore, to enquire into these several Charges, we were naturally struck with the manifest Impropriety of their administering an Oath to Ghalaum Ashroff, who was the principal Person accused. His attempting to extenuate his own Guilt by accusing Gunga Govind Sing, and his Son Prawn Kishen, as the Instigators of the Forgeries, did not justify such a Proceeding: But that Charge should have been investigated without putting an Oath to Ghalaum Ashroff, which has been the Cause of his going to Trial for the Forgery, before the Fouzdarry Judicature of the Nazim, with all the Prejudice attached to the Character of a Man already convicted of Perjury. We could not refrain from remarking to you the Impropriety of putting an accused Person to his Oath, let his Defence be what it may, unless it shall evidently be made appear that he has been falsely and maliciously charged, in which Case he would cease to be a Culprit, and his Oath might then be absolutely necessary, towards the Conviction of those who had really committed the Offences of which he himself was innocently accused; but the Case of Ghalaum Ashroff was directly the Reverse.

“ 5. We expect shortly to hear of the Issue of the Trials which were to take place in the Native Fouzdarry Court at Moorshedabad, and of the Result of your Proceedings towards procuring some Indemnity to the Company for the Loss they have sustained by the Forgeries, of the exact Amount of which we have not been informed, although, by Mr. Stuart's Minutes of the 11th July and 19th August 1785, it is stated at many Lacks of Rupees.

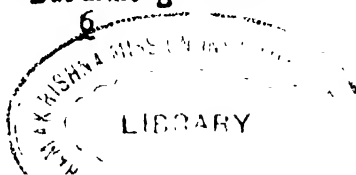
“ 6. We observe by the Letter from the Chitpore Commissioners to your Board of the 21st December 1785, that these Forgeries are said to have been occasioned by an unfortunate Regulation of Government made in the Year 1776, whereby a general Order was given to the Provincial Councils, and made even to extend to their Native Collectors wherever there was a Treasury, to pay all Orders of the Naib Nazim for Fouzdarry Disbursements, without confining the Amount of them to any fixed Sum; of which Latitude (the Commissioners observe) the Actors in these Frauds appear very successfully to have availed themselves to the publick Prejudice; but whatever were the Occasions of these Frauds, which appear to have existed many Years, we rely upon you to adopt such Regulations, and establish such Checks and Counter Checks, as will effectually guard the Company against similar Losses in future.

“ 7. Moreover, if you should in the Sequel be able to discover any Collusion between Gunga Govind, or any other Person in our Employ, and the Persons who actually committed the Forgeries, you will not fail to dismiss them for ever from our Service, and endeavour by every just Means to render them accountable for our Loss. But to have disgraced him upon the mere Presumption of Guilt in himself, or in his Relation to Bulram Ghole, and before any complete Enquiry had been made either into this Article, or into the Charge of extorting a Deed of Sale for a Part of the Zemindarry of Dinagepore, would not have been perfectly consistent with our Ideas of Justice.

“ 8. We cannot but remark upon this latter Head the very unsatisfactory Return that was made by the Committee of Revenue to your Reference of 16 February 1785, and signify our Expectations that every subordinate Board to whom any Matter is referred from you, do consider it as their Duty to enter into a very particular Investigation of the Merits or Facts which may be the Objects of Enquiry, either by Records or Evidence, or Discussion of the several Members, so that the Subject may not be sent back to their Superiors, as in the present Instance, more obscure and doubtful than it appeared upon the original Reference.

“ 9. We see very forcibly the Impropriety of letting the efficient Power of so many Officers under the Revenue Department be vested in One Man and his near Connections, as was the Case with Regard to Gunga Govind; and direct that you take Pains to avoid it in all your official Arrangements.

“ 10. We find much Discussion amongst the Members of your own Board upon the collusive Sale and fraudulent Purchase of the Land in Question, and Arguments are founded upon it as a supposed Fact; although we cannot after much Examination discover that it was more than Allegation on the One Hand and Denial on the other; and we must express our Surprise that the real Truth should have been left in such a State of Uncertainty. Had the Acts of Malversation, charged by the Zemindar of Dinagepore, been established by fair Proofs and Evidence against a Person in Gunga Govind's confidential Station, you ought, for the Sake of Justice and Example, to have removed him from his Office.—But although we feel no Predilection for this Man, we must



must fairly acknowledge that we do not think sufficient Ground was laid to justify his Dismissal upon that single Consideration as a Judicial Proceeding.

Another Motive urged for his Removal, was the Expectation that Complaints would come, which were kept back by his Conspicuous Office. In the early Periods of our Territorial Possessions, when the whole Administration of the Country, Provincial and Superior, was in the Hands of One Person, for such an Apprehension might be allowed to prevail. But we think it would not greatly improve both the Vigour and Justice of our Government in Bengal, to suppose that any considerable Acts of Injustice could be committed by any Individual whatsoever, without the Means of Complaint and Reparation being open to the Aggrieved.

We shall be desirous of knowing the definitive Issue of the Dispute concerning the Perpetuity of Satabesh, whether it has been brought to a Decision before yourselves, or in any subordinate Department. We shall content ourselves with remarking upon the general Question of the Transfer of Zemindary Lands, that, although we certainly mean to maintain the ancient Principle, that no Zemindar shall alienate his Land without the Sanction of the Dewanny Government, we do by no Means wish to contend against the occasional Dismemberment of the large Zemindaries; on the contrary, we wish, for many obvious Reasons of Policy, rather to promote than discourage it.

In these Remarks we have considered only the Justice of your Proceedings against Gunga Govind upon specific Charges, not the Expediency of retaining him in our Service, or the Fitness of him or his Connections, for the Station they filled. This we mean to refer to your Judgement and Discretion, as a Point that must be determined by Circumstances of local Observation, and the permanent Arrangement you may form under the general Regulations we have sent you, in which we are confident you will pursue our true Interest without any personal Pique or Patronage.

The Managers for the Commons stated, They would next produce a Report of Mr. Paterson relative to the Transactions of the Defendant's Government in the Country of Dinagore.

The Counsel for the Defendant objected to the Evidence.

The Managers for the Commons being heard in Answer to the Objection, and the Counsel in Reply.

The House informed the Managers for the Commons, and the Counsel for the Defendant, That the Evidence tendered by the Managers for the Commons was inadmissible.

Then the Lord Speaker said, Gentlemen, Counsel for the Defendant, you may now proceed to observe upon the Evidence given in Reply by the Managers for the Commons.

The Counsel for the Defendant informed the House, That the Evidence being now closed, they should have been glad to have had the Benefit of observing upon the several matters given in Evidence by the Managers for the Commons in Reply; but to avoid any further Delay, the Defendant desired to waive his Right in that Respect.

Then the House adjourned to the Chamber of Parliament.

